

November 28, 2023
5:00 p.m.
City Hall
80 Broad Street
Conference Call: 1-929-205-6099
Access Code: 912096416

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Seekings

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Recognition of Downtown Charleston by the World Meteorological Organization

E. Public Hearings

Any person who speaks at a City Council meeting shall conduct himself or herself in a manner appropriate to the decorum of the meeting and is asked to observe Section 2-28 (a) of the Code of the City of Charleston, Rules of Decorum. Violation of the Rules of Decorum may result in losing the opportunity to speak before Council and/or removal from the meeting.

Citizens may sign-up to speak in person at the Council meeting until 5:00 p.m. at the meeting location.

If participating virtually, citizens may use one of the following methods to request to speak at the meeting or provide comments for City Council. Requests to speak at the meeting and comments must be received by 12:00 p.m., Monday, November 27th:

- 1. Request to speak (via Zoom or telephone) or leave a comment via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number;**

- 2. Request to speak (via Zoom or telephone) or leave a comment for City Council by completing the form at <http://innovate.charleston-sc.gov/comments/>.**

- 3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401**

- 1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that properties located on Maybank Highway and Zelasko Drive including 3037 Maybank Highway and 2021 and 2022 Zelasko Drive (Johns Island) (approximately 17.0 acres) (TMS #313-00-00-332, 313-00-00-335 and a portion of 313-00-00-075) (Council District 3), be rezoned from Business Park (BP) classification to General Office**

(GO) classification. The properties are owned by Johns Island MC LLC. **(AS AMENDED)**
(SECOND READING)

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that properties located on Maybank Highway, Cane Slash Road and Zelasko Drive including 3085 Maybank Highway, 3075 Maybank Highway, 1810 Zelasko Drive, 1838 Zelasko Drive, 1955 Zelasko Drive, 3046 Cane Slash Road and 3038 Cane Slash Road (Johns Island) (approximately 27.56 acres) (TMS #313-00-00-572, 313-00-00-066, 313-00-00-267, 313-00-00-268, 313-00-00-339, 313-00-00-270, 313-00-00-573, 313-00-00-621, 313-00-00-258, 313-00-00-229 and 313-00-00-280) (Council District 3), be zoned General Office (GO) classification. The properties are owned by Johns Island MC LLC. **(AS AMENDED) (SECOND READING)**
3. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-263, and the Daniel Island Master Plan Zoning Text, to add provisions that allow restaurant uses not to exceed 8,000sf of combined interior and exterior gross floor area and other retail and service uses not to exceed 4,500sf on parcels located around a waterfront neighborhood focal point park and within 360 feet of the critical line, for the Daniel Island General Office District.
4. An ordinance to amend Section 54-241 of the Zoning Code of the City of Charleston to add penalties for the intentional demolition of structures without required approval.
5. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) definitions for residential and accommodations uses.
6. An ordinance to amend Article 2 (Land Use Regulations), Part 3 (Table of Permitted Uses), of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), to include hospitals as a permitted use in the General Office (GO) Zone District. **(SECOND READING)**
7. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 844 Savannah Highway (West Ashley) (approximately 0.53 acre) (TMS #418-13-00-175) (Council District 9), be zoned Limited Business (LB) classification. The property is owned by Paul S. Ferber. (DEFERRED)
8. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2159 Pinehurst Avenue (West Ashley) (approximately 0.31 acre) (TMS #358-15-00-044) (Council District 2), annexed into the City of Charleston September 26, 2023 (#2023-197), be zoned Single-Family Residential (SR-1) classification. The property is owned by Alton Wiggins.
9. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2910 Ashley River Road (West Ashley) (approximately 0.30 acre) (TMS #358-12-00-228) (Council District 2), annexed into the City of Charleston September 26, 2023 (#2023-202), be zoned Single-Family Residential (SR-1) classification. The property is owned by Terri and Robert Thompson.
10. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2214 North Dallerton Circle (West Ashley) (approximately 0.28 acre) (TMS #310-07-00-012) (Council District 5), annexed into the City of Charleston

September 26, 2023 (#2023-198), be zoned Single-Family Residential (SR-1) classification. The property is owned by Taylor Johnson.

11. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 28 Shadowmoss Parkway (West Ashley) (approximately 0.38 acre) (TMS #358-07-00-014) (Council District 10), annexed into the City of Charleston September 26, 2023 (#2023-194), be zoned Single-Family Residential (SR-1) classification. The property is owned by Marilyn Henderson.
12. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 29 Hunters Forest Drive (West Ashley) (approximately 0.38 acre) (TMS #358-07-00-069) (Council District 10), annexed into the City of Charleston September 26, 2023 (#2023-195), be zoned Single-Family Residential (SR-1) classification. The property is owned by Delores and Robert Green.
13. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 44 Hunters Forest Drive (West Ashley) (approximately 0.29 acre) (TMS #358-07-00-087) (Council District 10), annexed into the City of Charleston October 10, 2023 (#2023-211), be zoned Single-Family Residential (SR-1) classification. The property is owned by James and Sandra Selvitelli.
14. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 27 Shadowmoss Parkway (West Ashley) (approximately 0.41 acre) (TMS #358-07-00-026) (Council District 10), annexed into the City of Charleston October 10, 2023 (#2023-210), be zoned Single-Family Residential (SR-1) classification. The property is owned by Virginia Williams.
15. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1821 Mepkin Road (West Ashley) (approximately 0.18 acre) (TMS #353-14-00-182) (Council District 7), annexed into the City of Charleston September 26, 2023 (#2023-196), be zoned Single-Family Residential (SR-1) classification. The property is owned by Gregory and Susan Couper.
16. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2350 Brevard Road (West Ashley) (approximately 0.18 acre) (TMS #358-12-00-045) (Council District 2), annexed into the City of Charleston September 26, 2023 (#2023-200), be zoned Single-Family Residential (SR-1) classification. The property is owned by Shannon Gaffney.
17. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2314 Brevard Road (West Ashley) (approximately 0.33 acre) (TMS #358-12-00-036) (Council District 2), annexed into the City of Charleston September 26, 2023 (#2023-199), be zoned Single-Family Residential (SR-1) classification. The property is owned by Roger Pittman Jr.
18. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2869 Doncaster Drive (West Ashley) (approximately 0.33 acre) (TMS #358-10-00-092) (Council District 10), annexed into the City of Charleston September 26, 2023 (#2023-201), be zoned Single-Family Residential (SR-1) classification. The property is owned by Emma Jenrette and Alex Yellan.

19. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1941 Green Park Avenue (West Ashley) (approximately 0.21 acre) (TMS #355-15-00-147) (Council District 2), annexed into the City of Charleston September 26, 2023 (#2023-203), be zoned Single-Family Residential (SR-1) classification. The property is owned by Adam Sellers.
20. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 754 Brant Road (West Ashley) (approximately 0.25 acre) (TMS #310-02-00-206) (Council District 2), annexed into the City of Charleston October 10, 2023 (#2023-212), be zoned Single-Family Residential (SR-1) classification. The property is owned by John and Valerie Melville.
21. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 6 Apollo Road (West Ashley) (approximately 0.19 acre) (TMS #418-13-00-259) (Council District 9), annexed into the City of Charleston October 10, 2023 (#2023-209), be zoned Single-Family Residential (SR-1) classification. The property is owned by Denise Longman.

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. October 24, 2023

H. Citizens Participation Period

PLEASE NOTE THAT THE CITIZENS' PARTICIPATION PERIOD IS 30 MINUTES AND WILL BE LIMITED TO THE FIRST 30 SPEAKERS. SPEAKERS RESIDING IN OR MAINTAINING A BUSINESS LICENSE WITH THE CITY OF CHARLESTON SHALL SPEAK FIRST.

Any person who speaks at a City Council meeting shall conduct himself or herself in a manner appropriate to the decorum of the meeting and is asked to observe Section 2-28 (a) of the Code of the City of Charleston, Rules of Decorum. Violation of the Rules of Decorum may result in losing the opportunity to speak before Council and/or removal from the meeting.

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- 1. Request to speak or leave a comment via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number;**
- 2. Sign-up to speak or leave comments for City Council by completing the form at <http://innovate.charleston-sc.gov/comments/> by Monday, November 27th at 12:00 p.m.**

3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

I. Petitions and Communications:

1. Appointments:

a. Citizen Police Advisory Council:

David Saulnier – New Appointment (Mayor Tecklenburg)

b. Housing Authority of the City of Charleston:

Sam Skardon - Reappointment

c. Planning Commission:

Bartley “Bart” Jackson – New Appointment – Real Estate Seat

2. Code Enforcement Officer Appointments:

a. James “Jimmy” Lefebre – BAR/DRB Code Enforcement Officer – Preservation & Urban Design Division

b. Dennis Rogers – Assistant Fire Marshal – Fire Marshal Division Code Enforcement Officer

c. Allen Cravey – Assistant Fire Marshal – Fire Marshal Division Code Enforcement Officer

d. Chris Cieslarczyk – Assistant Fire Marshal – Fire Marshal Division Code Enforcement Officer

J. Council Communications:

1. Planning Department Update on Sumar Street ***(Requested by Councilmember Peter Shahid)***

K. Council Committee Reports:

1. Committee on Recreation: (Meeting was held Monday, November 20, 2023 at 4:00 p.m.)

a. Old Business

(i). Naming of WPAL Park Site

b. New Business

(i). Discussion regarding Stephen Washington Park ***(Requested by Councilmember Parker)***

(ii). Discussion on Bond Referendum and Next Steps

2. Committee on Public Works and Utilities: (Meeting was held Monday, November 27, 2023 at 5:00 p.m.)

a. Acceptance and Dedication of Rights-of-Way and Easements:

- (i). **Hayes Park** – Hayes Park Blvd (50' R/W), Hamlet Cottage Way (50' R/W), Livewell Ct (R/W varies), Saunters Ct (R/W varies), Risewell Ct. (R/W varies), Oak Hammock Ct. (R/W varies)
 - Title to real estate
 - Exclusive Stormwater Drainage Easement Agreement
 - Affidavit for taxable or exempt transfers
 - Plat

b. Public Service Department Update:

- (i). Environmental Services Update

c. Stormwater Management Department Update:

- (i). Brick Arch Upfit – Recommend approval of an increase in the annual Task Order Contract maximum with Sanders Brothers Construction from \$500,000 to \$750,000 for Cleaning and Inspection Services.
- (ii). Discussion of Recommended Potential Updates to the City Floodplain Ordinance

d. Miscellaneous Business

- (i). Update on abandonment of a portion of 6th Avenue and Dunnemann Street

3. Committee on Traffic and Transportation: (Meeting was held Tuesday, November 28, 2023 at 3:30 p.m.)

a. Maintenance Agreement between South Carolina Department of Transportation and the City of Charleston (Maybank Highway/Woodland Shores Complete Streets Project)

b. Traffic Calming:

- (i). Fenwick Drive – Old Windermere Neighborhood
- (ii). Gammon Street – Carolina Bay Neighborhood

4. Committee on Ways and Means:

(Budget, Finance, and Revenue Collections: Approval of the Stop Loss Agreement for 2024. In August, the 2024 Healthcare budget was approved, which included \$1,730,000.00 for our Stop Loss Insurance. The proposal came in at \$1,731,400.00, slightly over the amount approved. We are requesting approval for the additional amount over the original budget. There will be no increase to the overall healthcare budget.

(Parks Department: Approval of the submission of Keep South Carolina Beautiful's 2024 Palmetto Pride Grant Application in the amount of \$10,000.00, for Keep Charleston

- Beautiful to utilize for litter reduction events, litter education and awareness programming, and beautification efforts within the City of Charleston. This is a no match grant.
- (Planning, Preservation, and Sustainability: Approval to change the Short-Term Rental (STR) Zoning Application Review Fee from \$200.00 to \$345.00, effective January 1, 2024. The STR application fee has not been evaluated or updated since 2018 and current fees fall short of accounting for the City's expenditures associated with STR application reviews. The proposed fee change is based on work cost data collected from review staff and reflect standard operating procedures related to application reviews, labor hours, materials, and hourly rates. [Ordinance]
- (Police Department: Approval of School Resource Officer Agreement with the Berkeley County School District for the 2022-2023 school year.
- (Stormwater Department: Approval to extend the existing Brick Arch Upfit Task Order Contract agreement for brick arch cleaning and inspection services with Sanders Brothers Construction Services and to increase the annual contract maximum to \$750,000.00. Approval of the Contract will increase the maximum Task Order Contract amount from \$500,000.00 to \$750,000.00.
- (Please consider the following annexations:
- 2413 Trent Street (.39 acre) (TMS# 310-02-00-171), West Ashley, (District 2). The property is owned by Winston Goodings.
 - 750 Wexford Road (.25 acre) (TMS# 310-01-00-155), West Ashley, (District 2). The property is owned by Warren Derrick.
 - 2495 Birkenhead Drive (.38 acre) (TMS# 309-13-00-019), West Ashley, (District 2). The property is owned by Wanda Wright-Sheats.
 - 917 Trent Street (.26 acre) (TMS# 309-14-00-116), West Ashley, (District 2). The property is owned by Aniello and Susan Gioia.
 - 1856 Julian Drive (.25 acre) (TMS# 353-14-00-029), West Ashley, (District 7). The property is owned by Shelly Carson.
 - 1763 Three Oaks Avenue (.28 acre) (TMS# 350-02-00-027), West Ashley, (District 7). The property is owned by Jesse English and William Milton.
 - 771 Brownswood Road (4.76 acre) (TMS#312-00-00-055), Johns Island, (District 3). The property is owned by Island Tomato Growers, Inc.
 - 2933 Maybank Highway, 2919 Maybank Highway, and 2936 Cane Slash Road (8.17 acre) (TMS# 313-00-00-198, 313-00-00-274, and 313-00-00-275), Johns Island, (District 3). The property is owned by Graham and Shannon Drayton.

Give first reading to the following bills from Ways and Means:

An ordinance to adopt a revised fee for short term rental applications for Zoning compliance review as administered by the Department of Planning, Preservation and Sustainability.

An ordinance to provide for the annexation of property known as 2413 Trent Street (0.39 acre) (TMS# 310-02-00-171), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Winston Goodings.

An ordinance to provide for the annexation of property known as 750 Wexford Road (0.25 acre) (TMS# 310-01-00-155), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Warren Derrick.

An ordinance to provide for the annexation of property known as 2495 Birkenhead Drive (0.38 acre) (TMS# 309-13-00-019), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Wanda Wright-Sheats.

An ordinance to provide for the annexation of property known as 917 Trent Street (0.26 acre) (TMS# 309-14-00-116), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Aniello And Susan Gioia.

An ordinance to provide for the annexation of property known as 1856 Julian Drive (0.25 acre) (TMS# 353-14-00-029), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of district 7. The property is owned by Shelly Carson.

An ordinance to provide for the annexation of property known as 1763 Three Oaks Avenue (0.28 acre) (TMS# 350-02-00-027), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of district 7. The property is owned by Jesse English And William Milton.

An ordinance to provide for the annexation of property known as 771 Brownswood Road (4.76 acre) (TMS# 312-00-00-055), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 3. The property is owned by Island Tomato Growers, Inc.

An ordinance to provide for the annexation of property known as 2933 Maybank Highway, 2919 Maybank Highway, And 2936 Cane Slash Road (8.17 acre) (TMS# 313-00-00-198, 313-00-00-274, and 313-00-00-275), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 3. The property is owned by Graham And Shannon Drayton.

L. Bills up for Second Reading:

(City Council may give second reading, order to third reading, give third reading, and order engrossed for ratification any bill listed on the agenda as a second reading.)

- 1. An ordinance to provide for the annexation of properties known as 3085 Maybank Highway, 3075 Maybank Highway, 1810 Zelasko Drive, 1838 Zelasko Drive, 1955 Zelasko Drive, 3046 Cane Slash Road, 3038 Cane Slash Road, and parcels as identified by TMS on Maybank Highway, Zelasko Drive, and Cane Slash Road (27.56 acres) (TMS# 3130000572, 3130000066, 3130000267, 3130000268, 3130000339, 3130000270, 3130000573, 3130000621, 3130000258, 3130000229, AND 3130000280), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 3. The property is owned by Johns Island MC LLC.*
- 2. An ordinance to amend Chapter 21-Offenses; Article I-In General; Section 21-1-Hate Intimidation*
- 3. An ordinance authorizing the Mayor to execute a Certificate of Approval of the issuance by the Housing Authority of the City of Charleston of its multifamily housing revenue notes or bonds in the maximum principal amount of \$12,000,000.00.*

4. *An ordinance authorizing the Mayor to execute on behalf of the City of Charleston that "Second Amendment to Lease of Lockwood Marina" between the City as lessor and SHM Charleston City Marina, LLC as lessee, pertaining to the lease of city owned real property bearing TMS nos. 460-14-00-001 and 460-14-00-011, commonly known as the Charleston City Marina.*
5. *An ordinance authorizing the Mayor to accept an easement on behalf of the City of Charleston for the purpose of maintaining a future multi-use path to be constructed on property identified as Charleston County TMS#: 424-09-00-136.*
6. *An ordinance authorizing the Mayor to accept on behalf of the City of Charleston a non-exclusive, perpetual, recreational use easement over St. Mary's Field from the Beach Company.*
7. *An ordinance authorizing the Mayor to execute on behalf of the City a lease renewal between the City of Charleston and the Medical University of South Carolina.*
8. *An ordinance authorizing the Mayor to execute on behalf of the City of Charleston a "Consent to Assignment and Partial Assignment of Lease" by and between the City as assignor, the Military College of South Carolina, a/k/a The Citadel, as assignee, and Dominion Energy South Carolina, inc. as lessor pertaining to the City's leasehold interest in that certain portion of Dominion owned real property bearing TMS nos. 463-15-01-061 referred to as the "Parking Parcel," which partial assignment being pursuant to that certain "Land Transfer and Joint Use Agreement" dated February 1, 1994 by and between the City and The Citadel.*
9. *An ordinance to provide for the annexation of property known as 1975 Holliday Street (0.20 acre) (TMS# 355-15-00-105), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Mohammad Hosseini.*
10. *An ordinance to provide for the annexation of property known as Fern Hill Drive (4.32 acre) (TMS# 313-00-00-583), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 3. The property is owned by Five Lakes, LLC.*
11. *An ordinance to provide for the annexation of property known as 2871 Maybank Highway (0.73 acre) (TMS# 313-00-00-133), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 3. The property is owned by Barrier Island Oyster Company, LLC.*
12. *An ordinance to provide for the annexation of property known as 1819 Wallace Lane (1.25 acre) (TMS# 351-02-00-021), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. The property is owned by City of Charleston.*
13. *An ordinance to provide for the annexation of property known as 1808 Huntington Drive (0.31 acre) (TMS# 352-09-00-009), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Layne and Tarleton Cave.*

14. *An ordinance to provide for the annexation of property known as 908 Trent Street (0.27 acre) (TMS# 309-14-00-126), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Thomas J. and Mary Ann K. Sullivan Jr.*
15. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 32 F Street (Peninsula) (approximately 0.11 acre) (TMS #463-16-03-051) (Council District 4), be rezoned from Diverse Residential (DR-1) classification to Diverse Residential (DR-2F) classification. The property is owned by Adam Hall. (DEFERRED)*
16. *An ordinance to provide for the annexation of property known as 844 Savannah Highway (0.53 Acre) (TMS# 418-13-00-175), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Paul S. Ferber. (DEFERRED)*
17. *An ordinance to provide for the annexation of property known as 1420 Drexell Drive (0.29 acre) (TMS# 352-09-00-107), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Chad and Paula Murdock. (DEFERRED)*
18. *An ordinance to provide for the annexation of property known as 680 Cornell Street (.21 acre) (TMS# 418-15-00-019), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 9. The property is owned by Ion Venture, LLC. (DEFERRED AT THE REQUEST OF THE APPLICANT)*
19. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 657, 661, and 663 King Street (Peninsula) (approximately 0.31 acre) (TMS #460-04-04-090, 091, and 092) (Council District 3), be rezoned from 6 Story Old City Height District and 4 Story Old City Height District classification to 5 Story Old City Height District classification. The property is owned by the Twisted Bubble LLC. **(Planning staff recommend a 25 foot setback.)** (DEFERRED AT THE REQUEST OF THE APPLICANT)*
20. *An ordinance to amend Sec. 2-23(b) of the Code of the City of Charleston to provide for keeping summary minutes and video recordings of its proceedings. (DEFERRED)*
21. *An ordinance to amend Chapter 29, Article V1, Sec. 29-240 of the Code of the City of Charleston pertaining to the procedure of accident reporting. (DEFERRED)*

M. Bills up for First Reading:

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 771 Brownswood Rd (Johns Island) (approximately 4.76 acres) (TMS #312-00-00-055) (Council District 3), be zoned Business Park (BP) classification. The property is owned by Island Tomato Growers Inc.
2. An ordinance to amend provisions of Chapter 14 of the Code of the City of Charleston by amending Article V – Environmentally Acceptable Packaging and Products pertaining to clarifying the definition of a reusable carryout bag.

3. An ordinance to amend Chapter 2 of the Code of the City of Charleston (*Standing Committees – appointment by the Mayor* ordinance) by revising the ordinance. (*DEFERRED*)
4. An ordinance to amend Chapter 16, Article IV, Section 16-18 of the Code of the City of Charleston; to delete and replace with new language Sections 16- 20, 16-22, 16-23, and 16-24 of the Code of the City of Charleston; and to create Sections 16-24.01, 16-24.02, 16-24.03, 16-24.04, 16-24.05, 16-24.06, 16-24.07, 16-24.08, 16-24.09, 16-24.10, and 16-24.11 of the Code of the City of Charleston, the purpose of which is to adopt a City of Charleston Fair Housing Act which is substantially equivalent to the Federal Fair Housing Act. (**AS AMENDED**) (*DEFERRED*)
5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1745 – 1709 Meeting Street Road (Peninsula – Neck Area) (approximately 1.01 acre) (TMS #464-02-00-091, 464-06-00-009 and 464-06-00-010) (Council District 4), be rezoned to include the subject property in the Accommodations Overlay (A) zone classification. The property is owned by 1745 Meeting Street Road, LLC. (***The Planning Commission recommends disapproval.***) (*DEFERRED AT THE REQUEST OF THE APPLICANT*)
6. An ordinance to provide for the annexation of property known as 2899 Doncaster Drive (0.32 acre) (TMS# 358-10-00-085), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 10. The property is owned by Rania and Socratis Sarras. (*DEFERRED*)
7. An ordinance to provide for the annexation of property known as 2477 Swallow Drive (.28 acre) (TMS# 310-02-00-143), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by Tasneem Dalal. (*DEFERRED*)

N. Miscellaneous Business:

1. The next regular meeting of City Council will be Tuesday, December 5, 2023 at 5:00 p.m.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, November 28, 2023 beginning at 5:00 p.m. at City Hall, 80 Broad Street and via Conference Call # 1-929-205-6099, Access Code 912 096 416, on the request that the Zoning Ordinance of the City of Charleston be changed in the below respects. The public may participate by signing-up to speak in person at the meeting or by using one of the following virtual options:

Requests to speak at the meeting and comments must be received by 12:00 p.m., Monday, November 27th:

1. Request to speak (via Zoom or telephone) or leave a comment for City Council via voice mail at 843-579-6313. If requesting to speak, please provide your name and telephone number;
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3. Mail comments to: Clerk of Council, 80 Broad Street, Charleston, SC 29401

REZONINGS

2. To rezone 3037 Maybank Highway and 2021 and 2022 Zelasko Drive Johns Island | TMS #313000075, 3130000332 and 3130000335 | Approx. 20.42 ac. from Business Park (BP) to General Office (GO).

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENTS

1. To amend Daniel Island Master Plan Zoning – Section 3.2(4) Daniel Island General Office (DIGO) Zone.

ORDINANCE AMENDMENTS

1. To amend Section 54-241 of the Code of the City of Charleston (Zoning Ordinance) to add penalties for the intentional demolition of structures without required approval.
2. To amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) definitions for residential and accommodations uses.
3. To amend Article 2 (Land Use Regulations), Part 3 (Table of Permitted Uses), of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), to include hospitals as a permitted use in the General Office (GO) zone district.

ZONINGS

1. 844 Savannah Highway Carolina Terrace - West Ashley | TMS #4181300175 | Approx. 0.53 ac. Limited Business (LB).
2. 3085 Maybank Highway, 3075 Maybank Highway, 1810 Zelasko Drive, 1838 Zelasko Drive, 1955 Zelasko Drive, 3046 Cane Slash Road, 3038 Cane Slash Road, and parcels as identified by TMS # on Maybank Highway, Zelasko Drive, and Cane Slash Road Johns Island | TMS #3130000572, 3130000066, 3130000267, 3130000268, 3130000339, 3130000270, 3130000573, 3130000621, 3130000258, 3130000229 and 3130000280 | Approx. 27.56 ac. General Office (GO).
3. 2159 Pinehurst Avenue West Ashley | TMS #3581500044 | Approx. 0.31 ac. Single-Family (SR-1).
4. 2910 Ashley River Road West Ashley | TMS #3581200228 | Approx. 0.30 ac. Single-Family (SR-1).
5. 2214 North Dallerton Circle West Ashley | TMS #3100700012 | Approx. 0.28 ac. Single-Family (SR-1)
6. 28 Shadowmoss Parkway Shadowmoss - West Ashley | TMS #3580700014 | Approx. 0.38 ac. Single-Family (SR-1). Zoned Single-Family Residential (R-4)
7. 29 Hunters Forest Drive Shadowmoss - West Ashley | TMS #3580700069 | Approx. 0.38 ac. Single-Family (SR-1).
8. 44 Hunters Forest Drive Shadowmoss - West Ashley | TMS #3580700087 | Approx. 0.29 ac. Single-Family (SR-1).
9. 27 Shadowmoss Parkway Shadowmoss - West Ashley | TMS #3580700026 | Approx. 0.41 ac. Single-Family (SR-1).
10. 1821 Mepkin Road West Ashley | TMS #3531400182 | Approx. 0.18 ac. Single-Family (SR-1).
11. 2350 Brevard Road West Ashley | TMS #3581200045 | Approx. 0.18 ac. Single-Family (SR-1).
12. 2314 Brevard Road West Ashley | TMS #3581200036 | Approx. 0.33 ac. Single-Family (SR-1).
13. 2869 Doncaster Drive West Ashley | TMS #3581000092 | Approx. 0.33 ac. Single-Family (SR-1).
14. 1941 Green Park Avenue West Ashley | TMS #3551500147 | Approx. 0.21 ac. Single-Family (SR-1).
15. 754 Brant Road West Ashley | TMS #3100200206 | Approx. 0.25 ac. Single-Family (SR-1).
16. 6 Apollo Road West Ashley | TMS #4181300259 | Approx. 0.19 ac. Single-Family (SR-1).

JENNIFER COOK
Clerk of Council

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email schumacherj@charleston-sc.gov three business days prior to the meeting.



CITY OF CHARLESTON PLANNING COMMISSION

MEETING REPORT OCTOBER 18, 2023

MINUTES

1. Request Approval of Minutes from the July 19 Planning Commission Meeting

Motion: Approved (7-0)

1st: Jacobs

2nd: Lesesne

Jimmy Bailey

Favor

McKenna Joyce

Favor

Loquita Bryant-Jenkins

Absent

Charlie Karesh

Favor

Erika V. Harrison

Favor

Sunday Lempesis

Favor

Donna Jacobs

Favor

Harry Lesesne

Favor

REZONINGS

1. 134 Columbus St

Cannonborough-Elliottborough - Peninsula | TMS #4600802006 | Approx. 3.77 ac.

Request rezoning from Light Industrial (LI) to Planned Unit Development (PUD) and to rezone from 4 and 8 Old City Height Districts to 3, 4, 5, 6, 8, and 8-12 (A, B C) Old City Height Districts.

Owner: Evening Post Industries, Inc.

Applicant: Womble Bond and Dickinson (US) LLP, James Wilson

Motion:

1st: Member

2nd: Member

Jimmy Bailey

McKenna Joyce

Loquita Bryant-Jenkins

Charlie Karesh

Erika V. Harrison

Sunday Lempesis

Donna Jacobs

Harry Lesesne

DEFERRED

2. **3037 Maybank Hwy and 2021 and 2022 Zelasko Dr**
Johns Island | TMS #3130000075, 3130000332 and 3130000335 | Approx. 20.42 ac.
Request rezoning from Business Park (BP) to General Office (GO).
Owner: Johns Island MC, LLC c/o HCA Healthcare, Inc.
Applicant: Hellman & Yates, PA, Brian A. Hellman, Esq.

Motion: Approved (7-0)

1st: Lesesne

2nd: Bailey

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

3. **162 Ashley Ave**
Peninsula | TMS #4601504061 | Approx. 0.25 ac.
Request rezoning from Limited Business (LB) to Mixed-Use/Workforce Housing (MU-2/WH).
Owner: Senior Cottages Acquisitions, LLC
Applicant: Kyra Brower, LS3P

Motion:

1st: Member

2nd: Member

Jimmy Bailey		McKenna Joyce	
Loquita Bryant-Jenkins		Charlie Karesh	
Erika V. Harrison		Sunday Lempesis	
Donna Jacobs		Harry Lesesne	

DEFERRED

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENTS

1. **Daniel Island PUD Amendment**
Daniel Island
Request Amendment to Daniel Island Master Plan Zoning – Section 3.2(4) Daniel Island General Office (DIGO) Zone.
Applicant: Womble Bond and Dickinson (US) LLP, James Wilson

Motion: Approved (7-0)

1st: Lempesis

2nd: Bailey

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

COMMERCIAL SUBDIVISION

1. **2620 Clements Ferry Rd (Towne at Cooper River)**
Cainhoy | TMS #2710001035 | Approx. 30.14 ac.
Requesting Subdivision of 6 lots and two private road Rights-of-Way.
Owner: Cato Holding, LLC
Applicant: Seamon Whiteside

Motion: Approved (7-0)

1st: Member

2nd: Member

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

ORDINANCE AMENDMENTS

1. **To amend Section 54-241 of the Code of the City of Charleston (Zoning Ordinance) to add penalties for the intentional demolition of structures without required approval.**

Motion: Motion (7-0)

1st: Bailey

2nd: Jacobs

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

2. **To amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) definitions for residential and accommodations uses.**

Motion: Approved (7-0)

1st: Lesesne

2nd: Jacobs

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

3. To amend Article 2 (Land Use Regulations), Part 3 (Table of Permitted Uses), of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), to include hospitals as a permitted use in the General Office (GO) zone district.

Motion: Approved (7-0)

1st: Lesesne

2nd: Harrison

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

4. To amend Article 3 (Site Regulations), Part 2 (Old City Height Districts and View Corridor Protection), of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance), to establish a new 8-12 height district.

Motion:

1st: Member

2nd: Member

Jimmy Bailey		McKenna Joyce	
Loquita Bryant-Jenkins		Charlie Karesh	
Erika V. Harrison		Sunday Lempesis	
Donna Jacobs		Harry Lesesne	

DEFERRED

ZONINGS

1. 844 Savannah Hwy
Carolina Terrace - West Ashley | TMS #4181300175 | Approx. 0.53 ac.
Request zoning of Limited Business (LB). Zoned St. Andrews Overlay District (OD_STA)
Owner: Paul S. Ferber

Motion: Approved (7-0)

1st: Lesesne

2nd: Harrison

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

2. **3085 Maybank Hwy, 3075 Maybank Hwy, 1810 Zelasko Dr, 1838 Zelasko Dr, 1955 Zelasko Dr, 3046 Cane Slash Rd, 3038 Cane Slash Rd, and parcels as identified by TMS # on Maybank Hwy, Zelasko Dr, and Cane Slash Rd**
Johns Island | TMS #3130000572, 3130000066, 3130000267, 3130000268, 3130000339, 3130000270, 3130000573, 3130000621, 3130000258, 3130000229 and 3130000280 | Approx. 27.56 ac.

Request zoning of General Office (GO). Zoned Johns Island Maybank Highway Corridor Overlay District (OD-JO-MHC).

Owner: Johns Island MC LLC

Motion: Approved (7-0)

1st: Lesesne

2nd: Harrison

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

3. **2159 Pinehurst Ave**
West Ashley | TMS #3581500044 | Approx. 0.31 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Alton Wiggins

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

4. **2910 Ashley River Rd**
West Ashley | TMS #3581200228 | Approx. 0.30 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Terri and Robert Thompson

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor

Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

5. **2214 North Dallerton Cir**
West Ashley | TMS #3100700012 | Approx. 0.28 ac.
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)
Owner: Taylor Johnson

Motion: Approved (7-0) 1st: Harrison 2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

6. **28 Shadowmoss Pkwy**
Shadowmoss - West Ashley | TMS #3580700014 | Approx. 0.38 ac.
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)
Owner: Marilyn Henderson

Motion: Approved (7-0) 1st: Harrison 2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

7. **29 Hunters Forest Dr**
Shadowmoss - West Ashley | TMS #3580700069 | Approx. 0.38 ac.
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)
Owner: Delores and Robert Green

Motion: Approved (7-0) 1st: Harrison 2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

8. 44 Hunters Forest Dr

Shadowmoss - West Ashley | TMS #3580700087 | Approx. 0.29 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: James and Sandra Selvitelli

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey

Favor

McKenna Joyce

Favor

Loquita Bryant-Jenkins

Absent

Charlie Karesh

Favor

Erika V. Harrison

Favor

Sunday Lempesis

Favor

Donna Jacobs

Favor

Harry Lesesne

Favor

9. 27 Shadowmoss Pkwy

Shadowmoss - West Ashley | TMS #3580700026 | Approx. 0.41 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Virginia Williams

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey

Favor

McKenna Joyce

Favor

Loquita Bryant-Jenkins

Absent

Charlie Karesh

Favor

Erika V. Harrison

Favor

Sunday Lempesis

Favor

Donna Jacobs

Favor

Harry Lesesne

Favor

10. 1821 Mepkin Rd

West Ashley | TMS #3531400182 | Approx. 0.18 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Gregory and Susan Couper

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey

Favor

McKenna Joyce

Favor

Loquita Bryant-Jenkins

Absent

Charlie Karesh

Favor

Erika V. Harrison

Favor

Sunday Lempesis

Favor

Donna Jacobs

Favor

Harry Lesesne

Favor

11. 2350 Brevard Rd

West Ashley | TMS #3581200045 | Approx. 0.18 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Shannon Gaffney

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

12. 2314 Brevard Rd

West Ashley | TMS #3581200036 | Approx. 0.33 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Roger Pittman Jr

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

13. 2869 Doncaster Dr

West Ashley | TMS #3581000092 | Approx. 0.33 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Emma Jenrette and Alex Yellan

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

14. 1941 Green Park Ave

West Ashley | TMS #3551500147 | Approx. 0.21 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Adam Sellers

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

15. 754 Brant Rd

West Ashley | TMS #3100200206 | Approx. 0.25 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: John and Valerie Melville

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

16. 6 Apollo Rd

West Ashley | TMS #4181300259 | Approx. 0.19 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Denise Longman

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey	Favor	McKenna Joyce	Favor
Loquita Bryant-Jenkins	Absent	Charlie Karesh	Favor
Erika V. Harrison	Favor	Sunday Lempesis	Favor
Donna Jacobs	Favor	Harry Lesesne	Favor

17. 1420 Drexell Dr

Huntington Woods - West Ashley | TMS #3520900107 | Approx. 0.29 ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Chad and Paula Murdock

Motion: Approved (7-0)

1st: Harrison

2nd: Lesesne

Jimmy Bailey

Favor

McKenna Joyce

Favor

Loquita Bryant-Jenkins

Absent

Charlie Karesh

Favor

Erika V. Harrison

Favor

Sunday Lempesis

Favor

Donna Jacobs

Favor

Harry Lesesne

Favor



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTIES LOCATED ON MAYBANK HIGHWAY AND ZELASKO DRIVE INCLUDING 3037 MAYBANK HIGHWAY AND 2021 AND 2022 ZELASKO DRIVE (JOHNS ISLAND) (APPROXIMATELY 17.0 ACRES) (TMS #313-00-00-332, 313-00-00-335 AND A PORTION OF 313-00-00-075) (COUNCIL DISTRICT 3), BE REZONED FROM BUSINESS PARK (BP) CLASSIFICATION TO GENERAL OFFICE (GO) CLASSIFICATION. THE PROPERTIES ARE OWNED BY JOHNS ISLAND MC LLC. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the properties described in Section 2 hereof by changing the zoning designation from Business Park (BP) classification to General Office (GO) classification.

Section 2. The property to be rezoned is described as follows:

Properties located on Maybank Highway and Zelasko Drive including 3037 Maybank Highway and 2021 and 2022 Zelasko Drive (Johns Island) (approximately 17.0 acres) (TMS #313-00-00-332, 313-00-00-335 and a portion of 313-00-00-075)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

REZONING

Properties located on Maybank Hwy and Zelasko Dr including 3037 Maybank Hwy and 2021 and 2022 Zelasko Dr

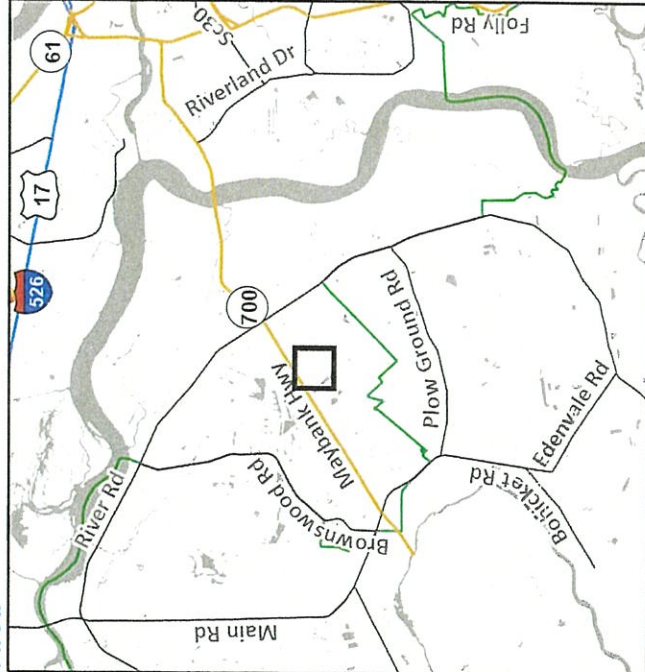
Approx. 17.0 ac.

TMS #3130000332, 3130000335 and a portion of 3130000075

Request rezoning from Business Park (BP) to General Office (GO).

Owners: **JOHNS ISLAND MC LLC**
Applicant: **Brian Hellman, Hellman & Yates PA**

Area

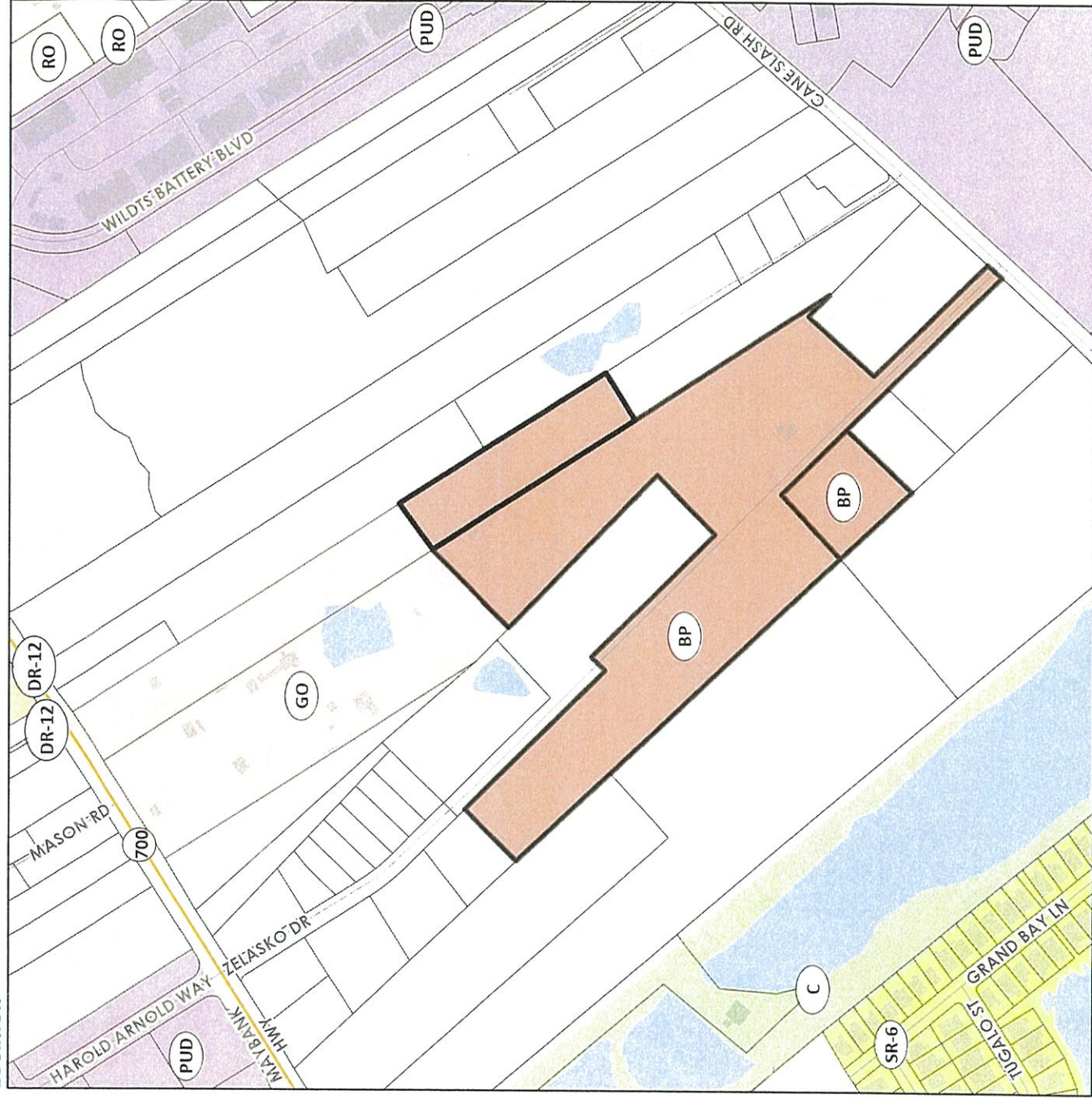


Department of Planning, Preservation & Sustainability

www.charleston-sc.gov
2 George St, Charleston, SC 29401
843.724.3765



Location





Ratification
Number _____

A N O R D I N A N C E

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTIES LOCATED ON MAYBANK HIGHWAY, CANE SLASH ROAD AND ZELASKO DRIVE INCLUDING 3085 MAYBANK HIGHWAY, 3075 MAYBANK HIGHWAY, 1810 ZELASKO DRIVE, 1838 ZELASKO DRIVE, 1955 ZELASKO DRIVE, 3046 CANE SLASH ROAD AND 3038 CANE SLASH ROAD (JOHNS ISLAND) (APPROXIMATELY 27.56 ACRES) (TMS #313-00-00-572, 313-00-00-066, 313-00-00-267, 313-00-00-268, 313-00-00-339, 313-00-00-270, 313-00-00-573, 313-00-00-621, 313-00-00-258, 313-00-00-229 AND 313-00-00-280) (COUNCIL DISTRICT 3), BE ZONED GENERAL OFFICE (GO) CLASSIFICATION. THE PROPERTIES ARE OWNED BY JOHNS ISLAND MC LLC. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described properties shall become a part thereof:

Properties on Maybank Highway, Cane Slash Road and Zelasko Drive including 3085 Maybank Highway, 3075 Maybank Highway, 1810 Zelasko Drive, 1838 Zelasko Drive, 1955 Zelasko Drive, 3046 Cane Slash Road and 3038 Cane Slash Road (Johns Island) (approximately 27.56 acres) (TMS #313-00-00-572, 313-00-00-066, 313-00-00-267, 313-00-00-268, 313-00-00-339, 313-00-00-270, 313-00-00-573, 313-00-00-621, 313-00-00-258, 313-00-00-229 and 313-00-00-280)

Section 2. That the said parcel of land described above shall be zoned General Office (GO) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

Properties located on Maybank Hwy, Cane Slash Rd and Zelasko Dr including 3085 Maybank Hwy, 3075 Maybank Hwy, 1810 Zelasko Dr, 1838 Zelasko Dr, 1955 Zelasko Dr, 3046 Cane Slash Rd and 3038 Cane Slash Rd

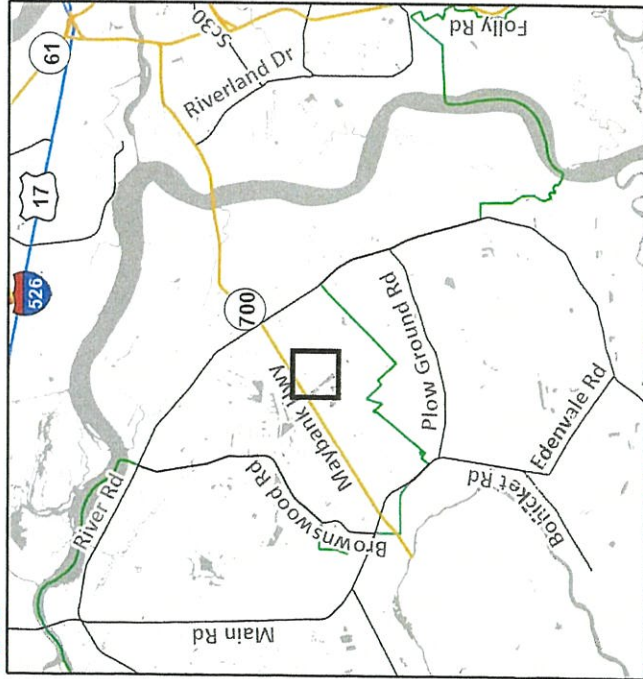
Approx. 27.56 ac.

TMS #3130000572, 066, 267, 268, 339, 270, 573, 621, 258, 229 and 280

Request General Office (GO) zoning.

Owners: JOHNS ISLAND MC LLC

Area



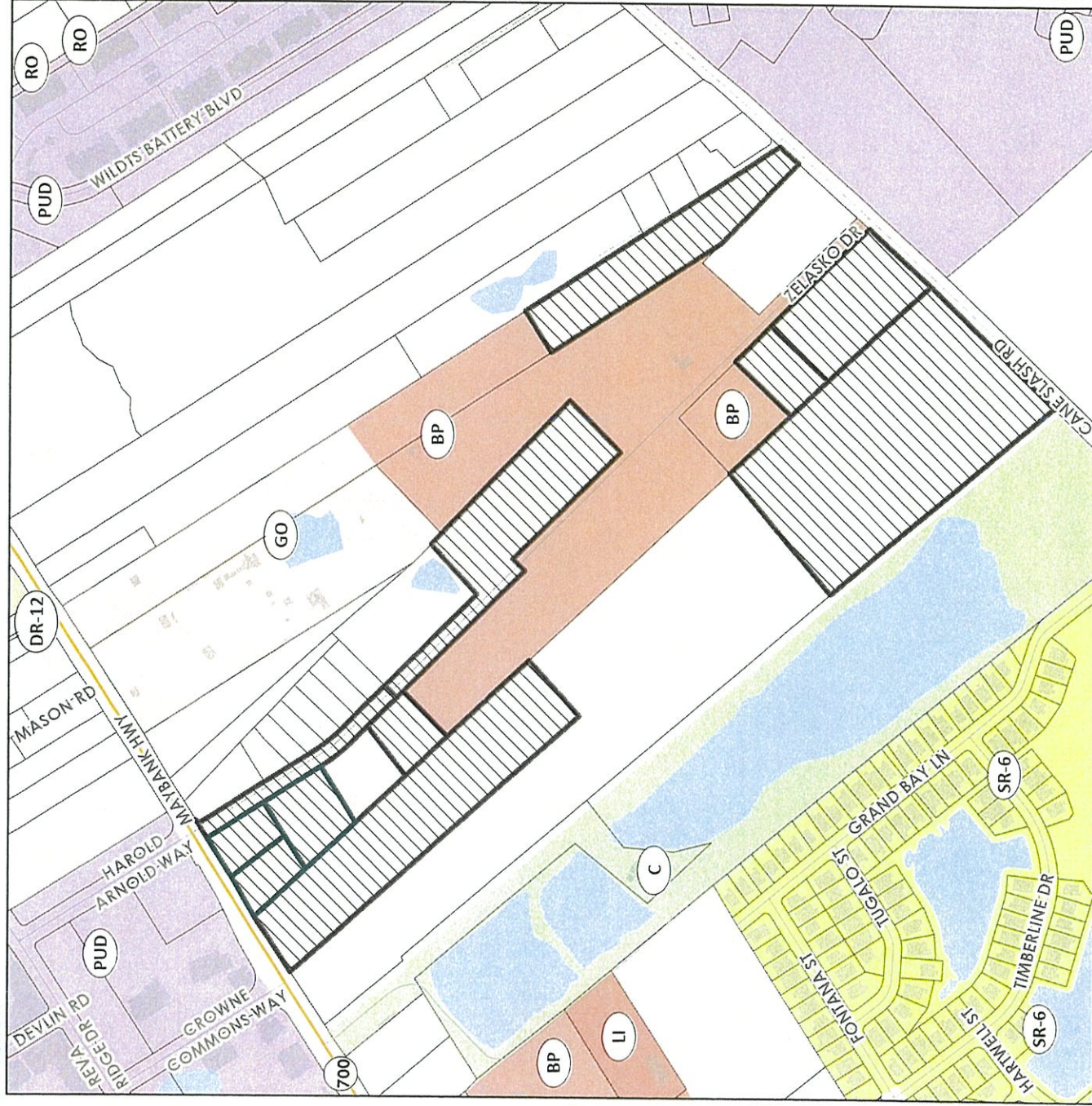
Department of Planning, Preservation & Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765

Location





Ratification
Number _____

A N O R D I N A N C E

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY AMENDING SECTION 54-263, AND THE DANIEL ISLAND MASTER PLAN ZONING TEXT, TO ADD PROVISIONS THAT ALLOW RESTAURANT USES NOT TO EXCEED 8,000SF OF COMBINED INTERIOR AND EXTERIOR GROSS FLOOR AREA AND OTHER RETAIL AND SERVICE USES NOT TO EXCEED 4,500SF ON PARCELS LOCATED AROUND A WATERFRONT NEIGHBORHOOD FOCAL POINT PARK AND WITHIN 360 FEET OF THE CRITICAL LINE, FOR THE DANIEL ISLAND GENERAL OFFICE DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Section 54-263 of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting text shown below with a **bold double underline**:

“Within the DI-PUD District, land may be used and buildings erected, altered, or used pursuant to the Daniel Island Master Plan Zoning Text, adopted by Ordinance 1993-32 on March 23, 1993; and amended by Ordinance 1994-440 on December 20, 1994, and Ordinance 1995-160 on May 9, 1995; and Ord. No. 2015-075, §§ 1, 2, on July 21, 2015; and amended by Ord. No. 2015-141, §§ 1, 2, on October 13, 2015; and amended by Ord. No. 2019-023, on April 9, 2019; and amended by Ord. No. 2020-003 , on Jan. 14, 2020; and amended by Ord. No. 2020-075, June 9, 2020; **and amended by Ord. No. 2023- , on , 2023,** made a part hereof.”

Section 2. Section 3.2(4): Daniel Island General Office Zone, of the Daniel Island Master Plan Zoning Text, which is part of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by adding a new subsection which shall read as follows:

“3.2(4)(10) Restaurants or other retail and service uses permitted under Section 3.2(3)(4), which may exceed 2,000 square feet but shall not exceed 8,000 square feet of combined interior and exterior gross floor area for any individual restaurant and shall not

exceed 4,500 square feet for any other individual retail or service establishment, provided that in either case the entire building (i) is located no closer than 40 feet and no farther than 360 feet from a tidal creek or marsh (measured from the OCRM Critical Line), and (ii) is part of a parcel which shares a boundary line with or is located directly across a private street or driveway from a Neighborhood Focal Point Park that (A) is accessible to the general public, (B) is maintained by the City of Charleston or a property owners association, (C) borders a tidal creek or marsh, and (D) is not less than 1 acre in aggregate (which aggregate area may include two or more non-contiguous open space or park areas separated by a private street or driveway so long as accessible to the general public). The foregoing does not restrict restaurants or other retail and service uses permitted under Section 3.2(3)(4) for which the individual restaurants or stores do not exceed 2,000 square feet, which are permitted in the Daniel Island General Office Zone.”

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord, 2023,
and in the _____ Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Jennifer Cook
Clerk of Council



Ratification
Number _____

AN ORDINANCE

TO AMEND SECTION 54-241 OF THE ZONING CODE OF THE CITY OF CHARLESTON TO ADD PENALTIES FOR THE INTENTIONAL DEMOLITION OF STRUCTURES WITHOUT REQUIRED APPROVAL.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Section 54-241 of Chapter 54, Article II, Part 6 of the Zoning Code of the City of Charleston is hereby amended by adding thereto the following double-underlined words, to state as follows:

“

Sec. 54-241. – Powers of the board to require repair of structures; intentional demolition of structures without approval.

a. The Board of Architectural Review, on its own initiative, may file a petition with the chief building official requesting that said officer proceed under the public safety and housing ordinance to require correction of defects or repairs to any structure covered by this article so that such structure shall not experience demolition by neglect and be preserved and protected in consonance with the purpose of this article and the public safety and housing ordinance.

b. An application to the Board of Architectural Review for after-the-fact approval for demolition of a structure, in whole or in part, creates a rebuttable presumption that the demolition was intentional when a prior application for demolition of said structure, whether in whole or in part, was denied within the preceding five (5) years.

a. The presumption may be rebutted by credible evidence establishing to the Board of Architectural Review's satisfaction that:

- i. Significant and material further deterioration of the structure not occasioned by neglect occurred after denial of the prior application, and that such further deterioration was caused by circumstances beyond the owner's control; or
- ii. Good faith efforts to prevent further deterioration of the structure were undertaken after denial of the prior application, and the present condition of the structure indicates those efforts were significantly and materially frustrated by circumstances beyond the owner's control.

b. Where the presumption is not rebutted, the application shall be denied. The owner shall be subject to the penalties stated in section 1-16 of the Code of the City of Charleston, South Carolina and/or prohibited from obtaining a building permit for two (2) years after the denial.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in
the year of Our Lord, 2023, in the ____ Year of the
Independence of the United States of America.

By: _____
John J. Tecklenburg, Mayor

ATTEST: By: _____
Jennifer Cook
Clerk of Council



Ratification
Number _____

AN ORDINANCE

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) DEFINITIONS FOR RESIDENTIAL AND ACCOMMODATIONS USES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS IN CITY COUNCIL ASSEMBLED:

Section 1. Article 1, Part 3 of Chapter 54 of the definitions used in the Code of the City of Charleston is hereby amended by adding thereto the following underlined words, to state as follows:

“Dwelling Unit. One or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities (see also “Residential Use”).
...

Sleeping Unit. A single room with accommodations for sleeping or a suite of rooms designed for occupancy by a family that has accommodations for sleeping (see also “Accommodations Use”).”

Section 2. This ordinance shall become effective immediately upon ratification.

Ratified in City Council this ____ day of ____ in the
Year of Our Lord, 2023 in the ____ Year of the
Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Jennifer Cook
Clerk of Council



Ratification
Number _____

AN ORDINANCE

TO AMEND ARTICLE 2 (LAND USE REGULATIONS), PART 3 (TABLE OF PERMITTED USES), OF CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE), TO INCLUDE HOSPITALS AS A PERMITTED USE IN THE GENERAL OFFICE (GO) ZONE DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Article 2, Part 3, Table of Permitted Uses of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting "●" within the principal uses row titled "806. Hospitals" in the "GO" column to allow hospitals as a permitted use in the General Office (GO) zone district.

Section 2. This Ordinance shall become effective immediately upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 2023,
and in the ____ Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

REZONING 3

1614 Wilton Street

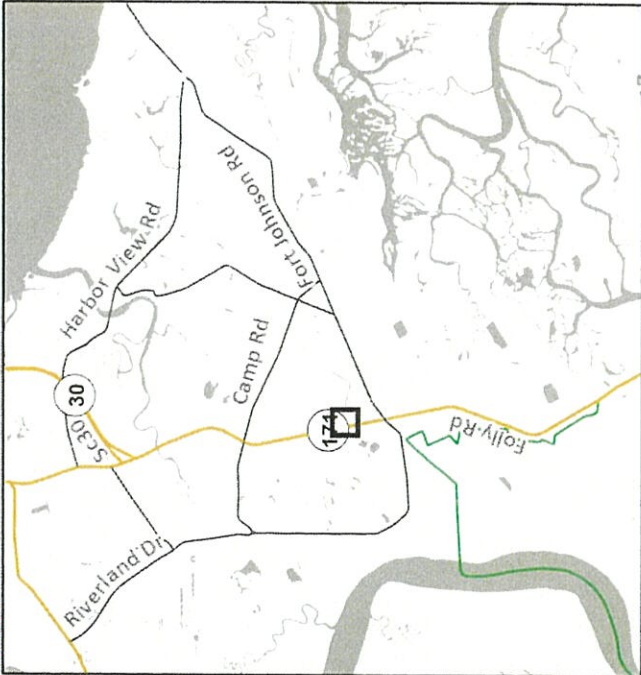
James Island |

TMS# 4251300022 | Approx. 0.21 ac.

Request rezoning from Single-Family Residential (SR-1) to Limited Business (LB)

Owner: Stewart Living Trust

Area



Department of Planning, Preservation & Sustainability
www.charleston-sc.gov
 2 George St, Charleston, SC 29401
 843.724.3765

Location





Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 844 SAVANNAH HIGHWAY (WEST ASHLEY) (APPROXIMATELY 0.53 ACRE) (TMS #418-13-00-175) (COUNCIL DISTRICT 9), BE ZONED LIMITED BUSINESS (LB) CLASSIFICATION. THE PROPERTY IS OWNED BY PAUL S. FERBER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

844 Savannah Highway (West Ashley) (approximately 0.53 acre) (TMS #418-13-00-175)

Section 2. That the said parcel of land described above shall be zoned Limited Business (LB) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

844 Savannah Highway

Carolina Terrace - West Ashley

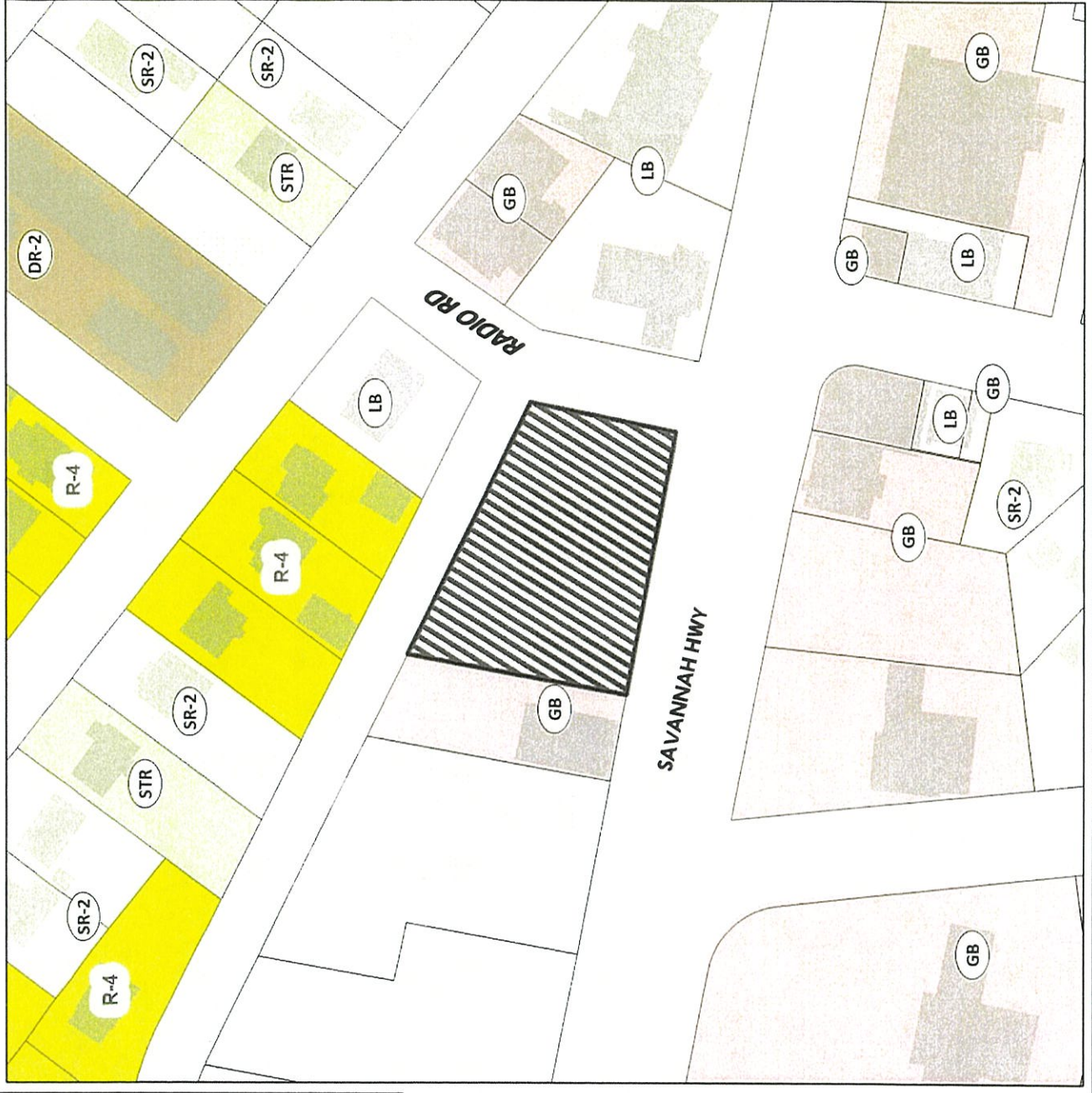
TMS #4181300175

Approx. 0.53 ac.

Request zoning of Limited Business (LB). Zoned St. Andrews Overlay District (OD_STA)

Owner: Paul S. Ferber

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2159 PINEHURST AVENUE (WEST ASHLEY) (APPROXIMATELY 0.31 ACRE) (TMS #358-15-00-044) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-197), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY ALTON WIGGINS.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2159 Pinehurst Avenue (West Ashley) (approximately 0.31 acre) (TMS #358-15-00-044)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

2159 Pinehurst Ave

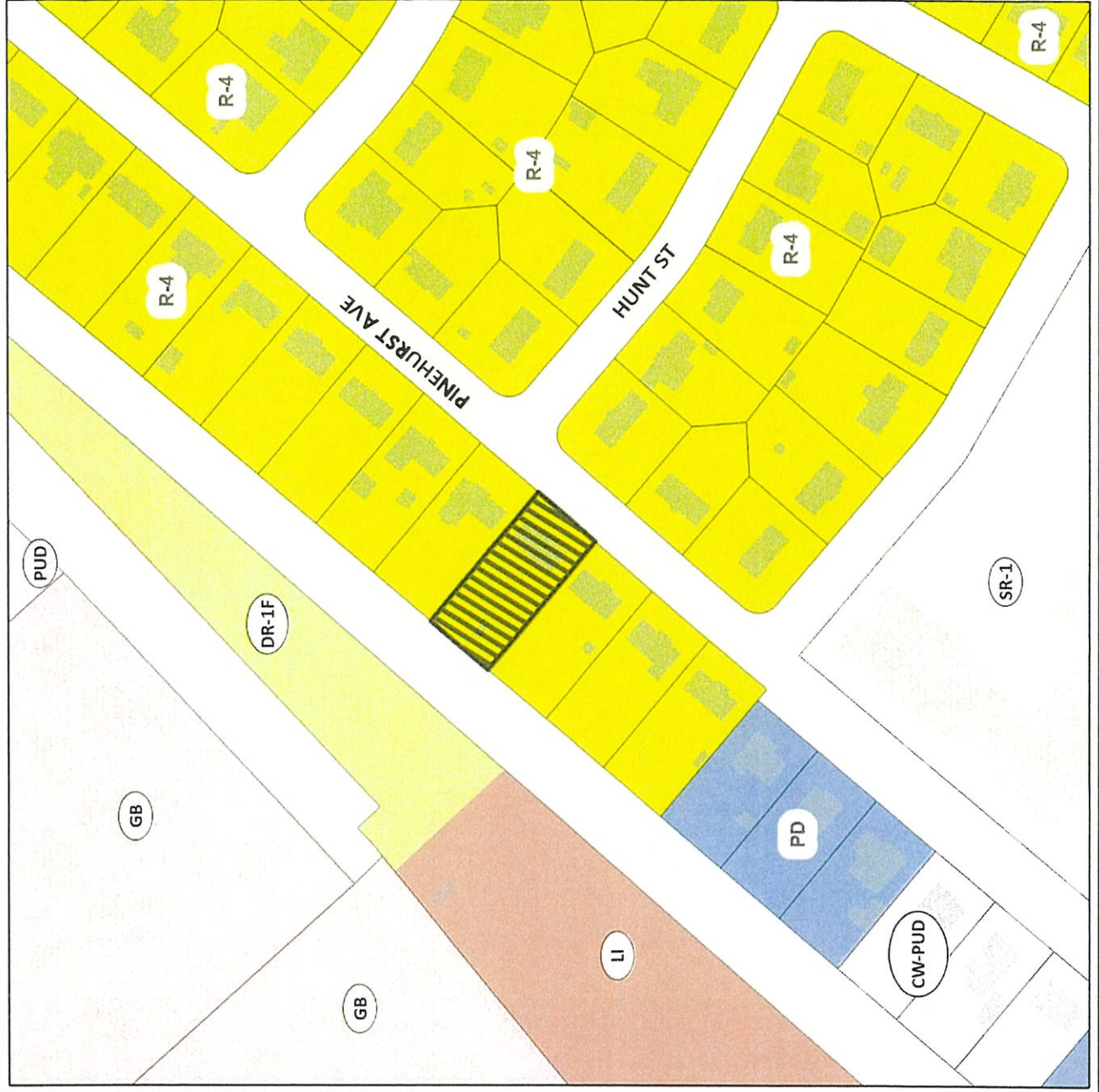
West Ashley

TMS # 3581500044
Approx. 0.31 ac.

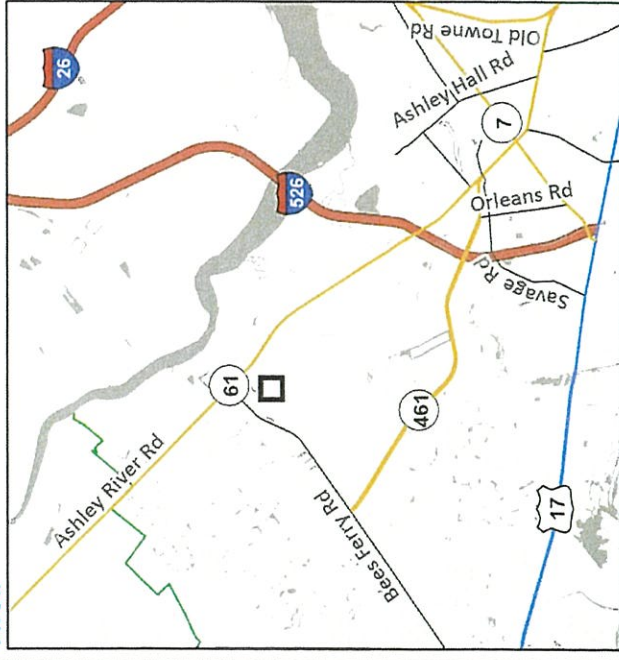
Request zoning of Single-Family (SR-1). Zoned
Single-Family Residential (R-4)

Owner: Alton Wiggins

Location



Area



Department of Planning, Preservation
& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2910 ASHLEY RIVER ROAD (WEST ASHLEY) (APPROXIMATELY 0.30 ACRE) (TMS #358-12-00-228) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-202), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY TERRI AND ROBERT THOMPSON.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2910 Ashley River Road (West Ashley) (approximately 0.30 acre) (TMS #358-12-00-228)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

2910 Ashley River Rd

West Ashley

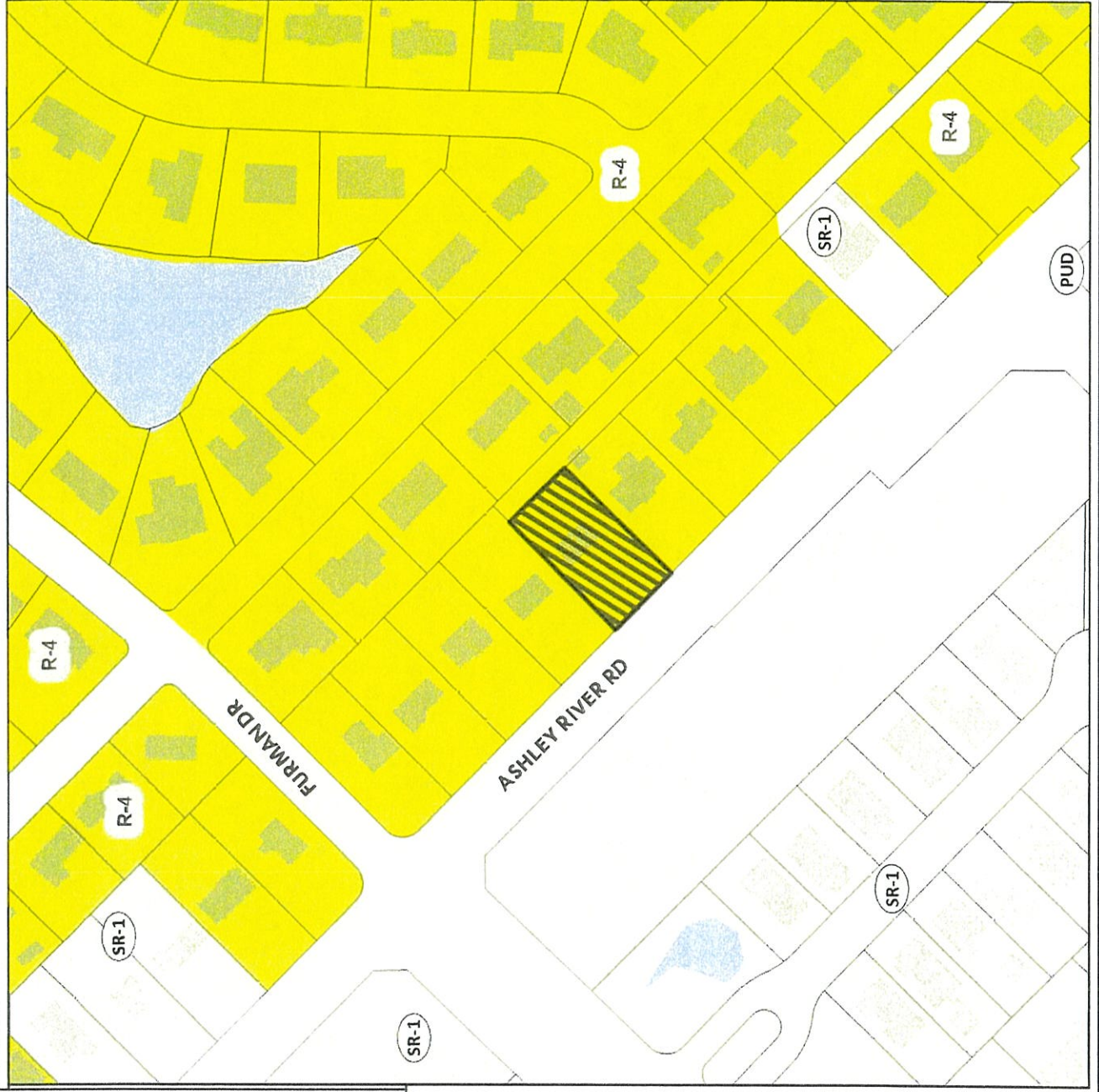
TMS #3581200228

Approx. 0.30ac.

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Terri and Robert Thompson

Location



Area



Department of Planning, Preservation
& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2214 NORTH DALLERTON CIRCLE (WEST ASHLEY) (APPROXIMATELY 0.28 ACRE) (TMS #310-07-00-012) (COUNCIL DISTRICT 5), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-198), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY TAYLOR JOHNSON.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2214 North Dallerton Circle (West Ashley) (approximately 0.28 acre) (TMS #310-07-00-012)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

2214 North Dallerton Cir

West Ashley

TMS #3100700012

Approx. 0.28 ac..

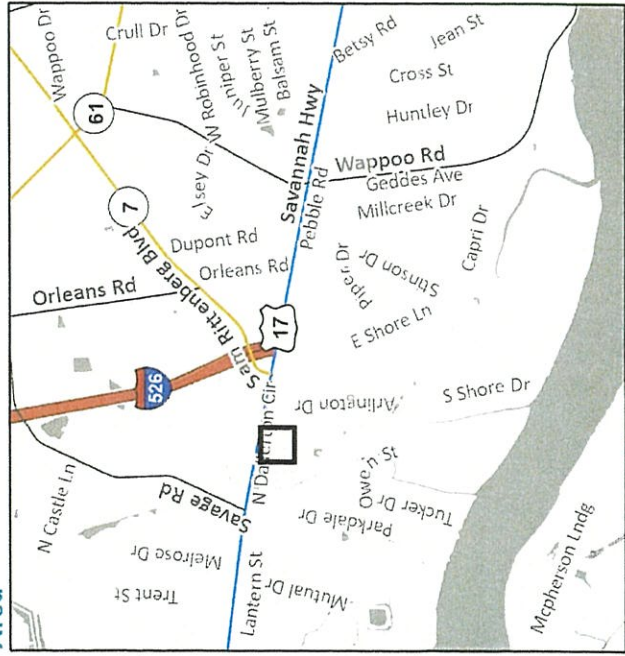
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Taylor Johnson

Location



Area



Department of Planning, Preservation & Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 28 SHADOWMOSS PARKWAY (WEST ASHLEY) (APPROXIMATELY 0.38 ACRE) (TMS #358-07-00-014) (COUNCIL DISTRICT 10), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-194), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY MARILYN HENDERSON.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

28 Shadowmoss Parkway (West Ashley) (approximately 0.38 acre) (TMS #358-07-00-014)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

28 Shadowmoss Pkwy

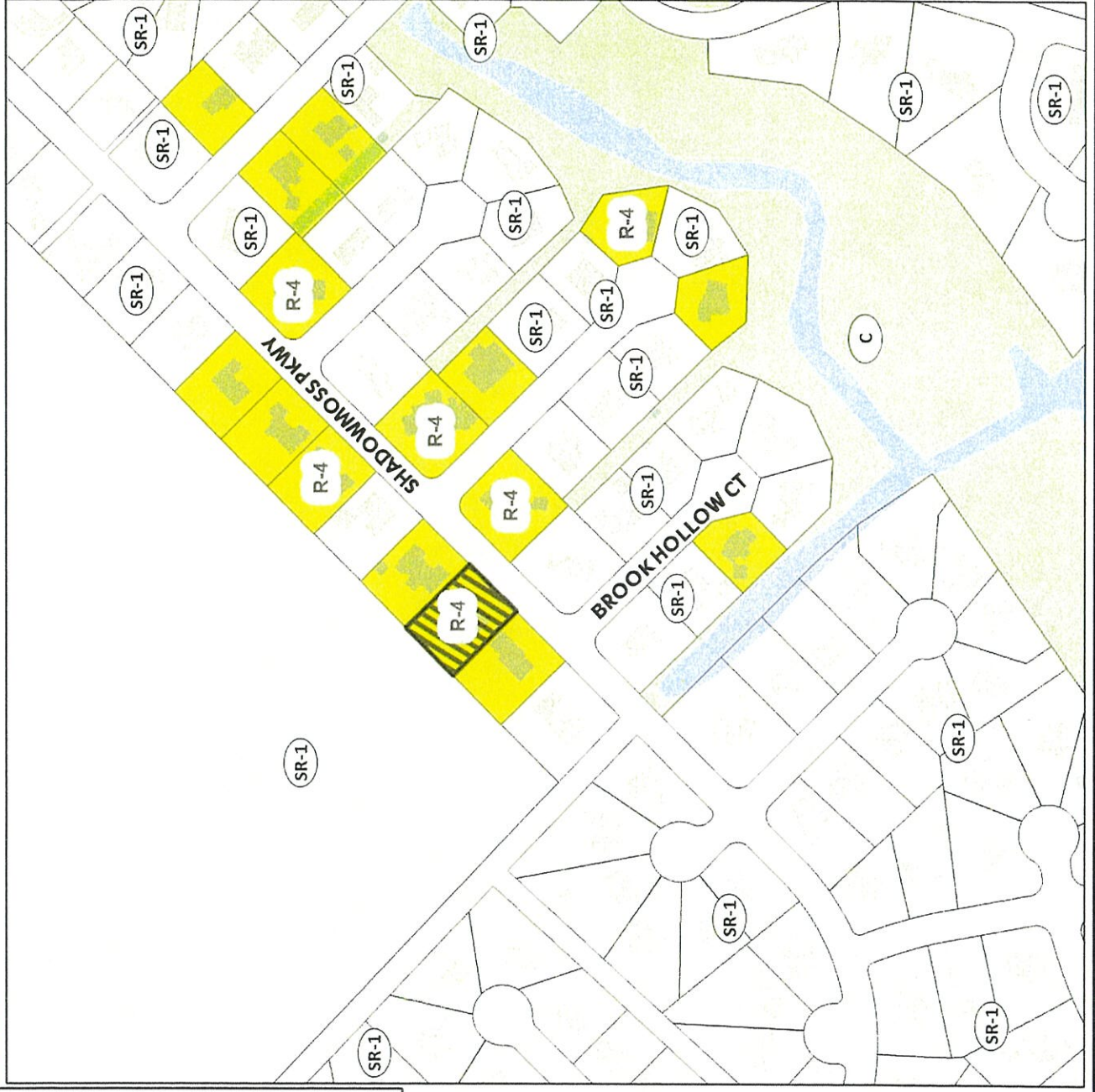
West Ashley

TMS #3580700014
Approx. 0.38 ac..

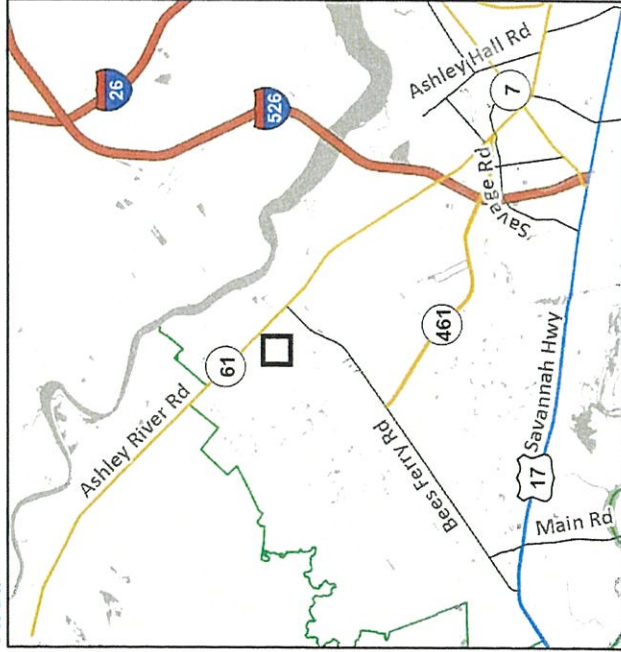
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Marilyn Henderson

Location



Area



Department of Planning, Preservation
& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765





Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 29 HUNTERS FOREST DRIVE (WEST ASHLEY) (APPROXIMATELY 0.38 ACRE) (TMS #358-07-00-069) (COUNCIL DISTRICT 10), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-195), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY DELORES AND ROBERT GREEN.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

29 Hunters Forest Drive (West Ashley) (approximately 0.38 acre) (TMS #358-07-00-069)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

29 Hunters Forest Dr

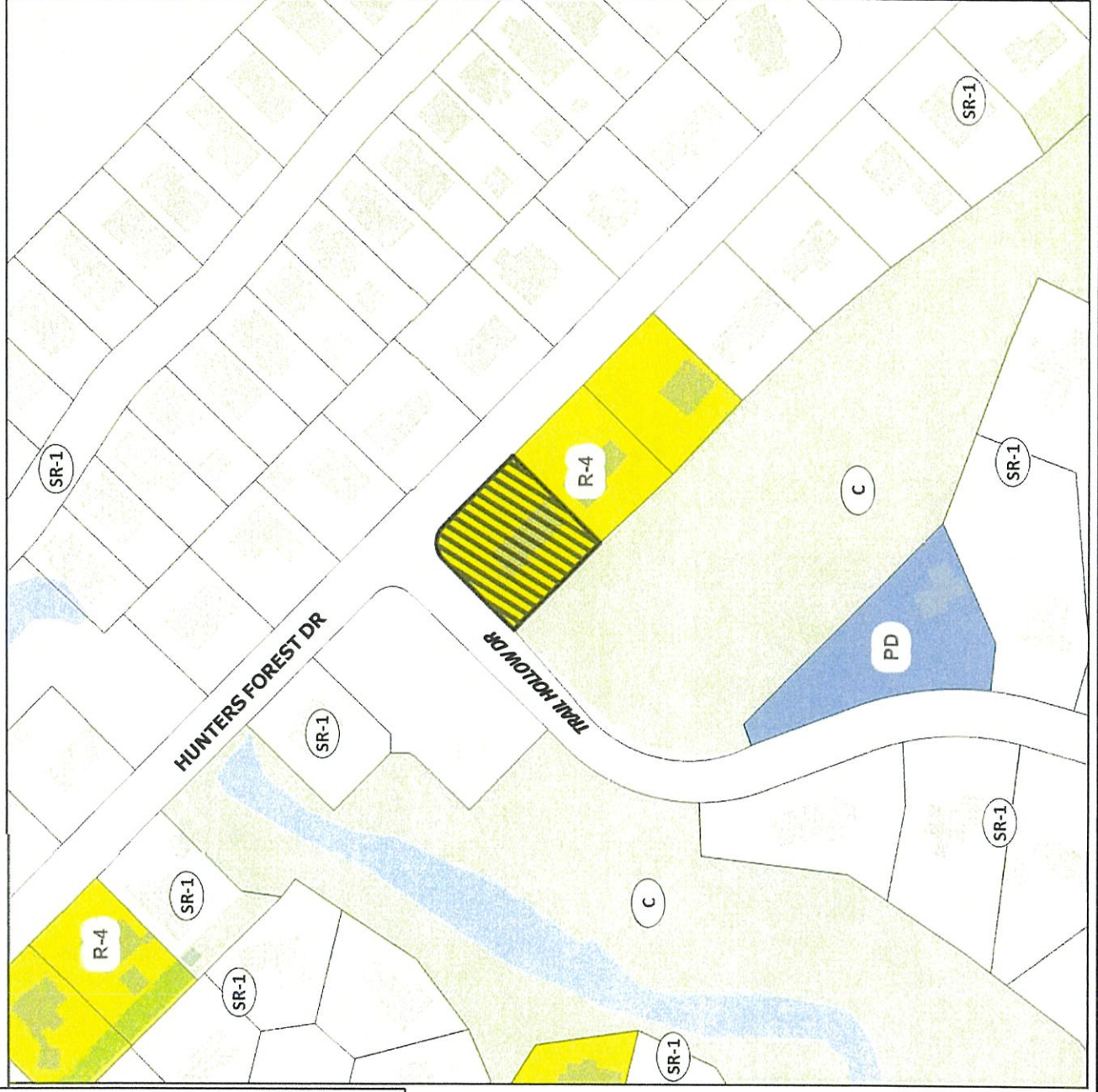
West Ashley

TMS #3580700069
Approx. 0.38 ac..

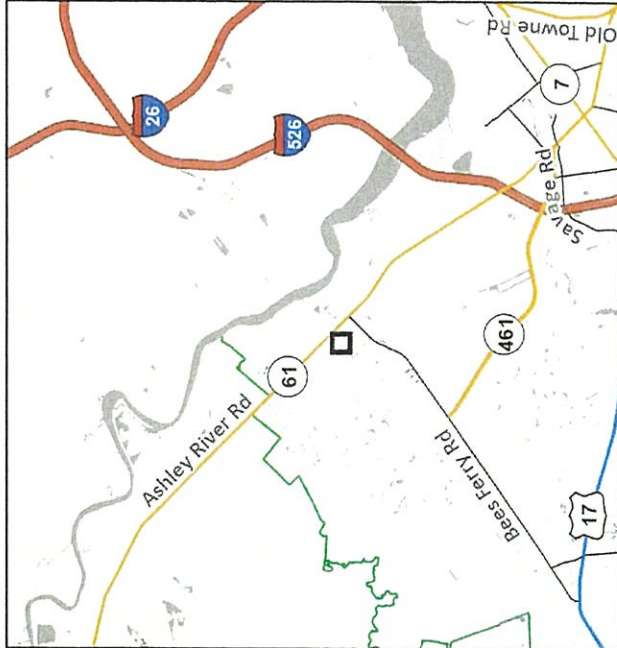
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Delores and Robert Green

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 44 HUNTERS FOREST DRIVE (WEST ASHLEY) (APPROXIMATELY 0.29 ACRE) (TMS #358-07-00-087) (COUNCIL DISTRICT 10), ANNEXED INTO THE CITY OF CHARLESTON OCTOBER 10, 2023 (#2023-211), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY JAMES AND SANDRA SELVITELLI.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

44 Hunters Forest Drive (West Ashley) (approximately 0.29 acre) (TMS #358-07-00-087)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

44 Hunters Forest Dr

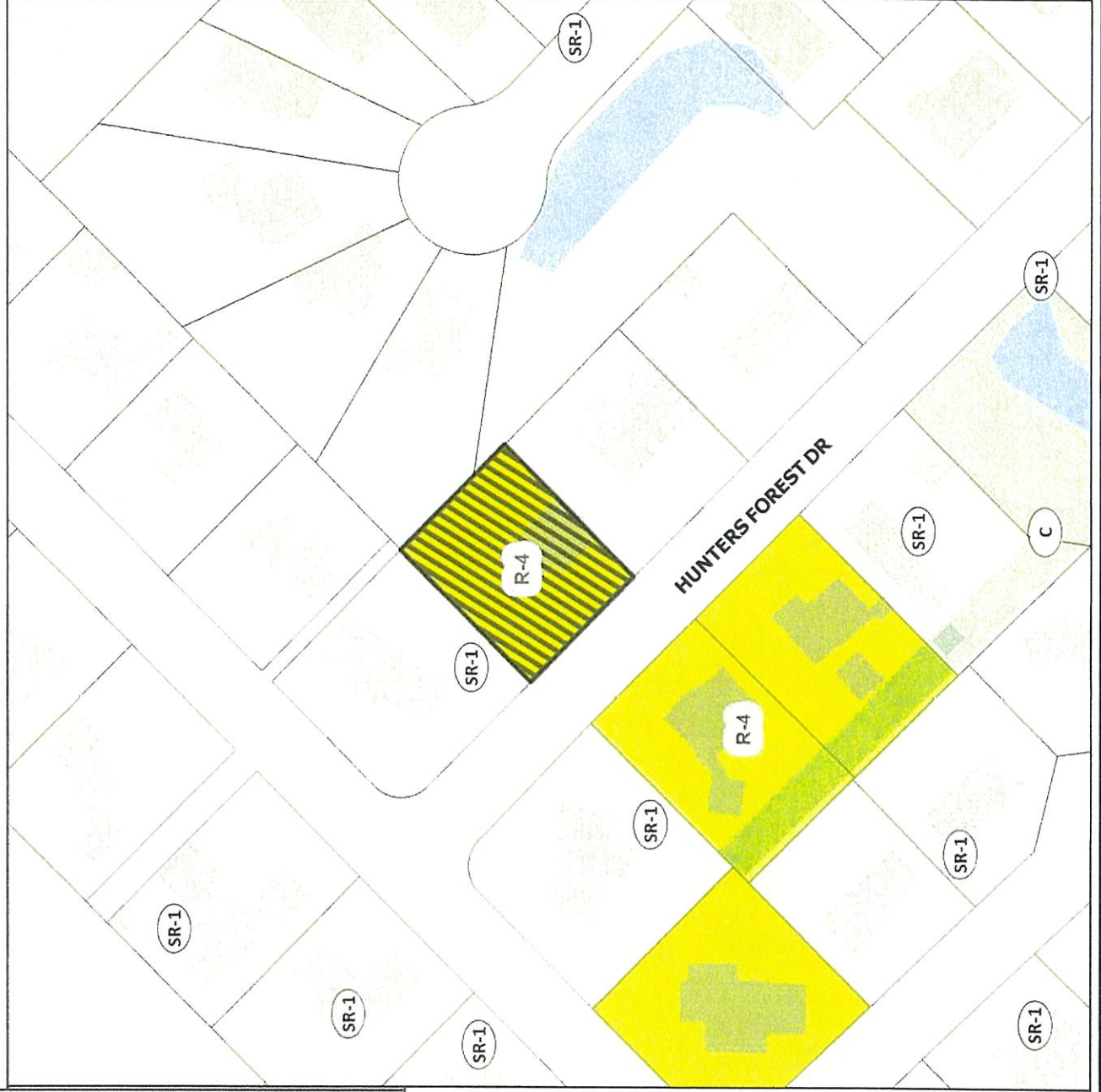
West Ashley

TMS #3580700087
Approx. 0.29 ac..

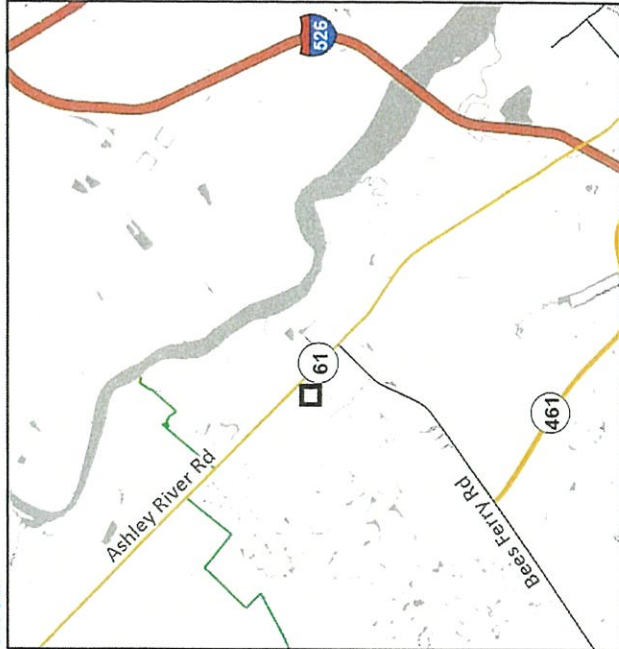
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: James and Sandra Selvitelli

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765





Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 27 SHADOWMOSS PARKWAY (WEST ASHLEY) (APPROXIMATELY 0.41 ACRE) (TMS #358-07-00-026) (COUNCIL DISTRICT 10), ANNEXED INTO THE CITY OF CHARLESTON OCTOBER 10, 2023 (#2023-210), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY VIRGINIA WILLIAMS.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

27 Shadowmoss Parkway (West Ashley) (approximately 0.41 acre) (TMS #358-07-00-026)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

27 Shadowmoss Pkwy

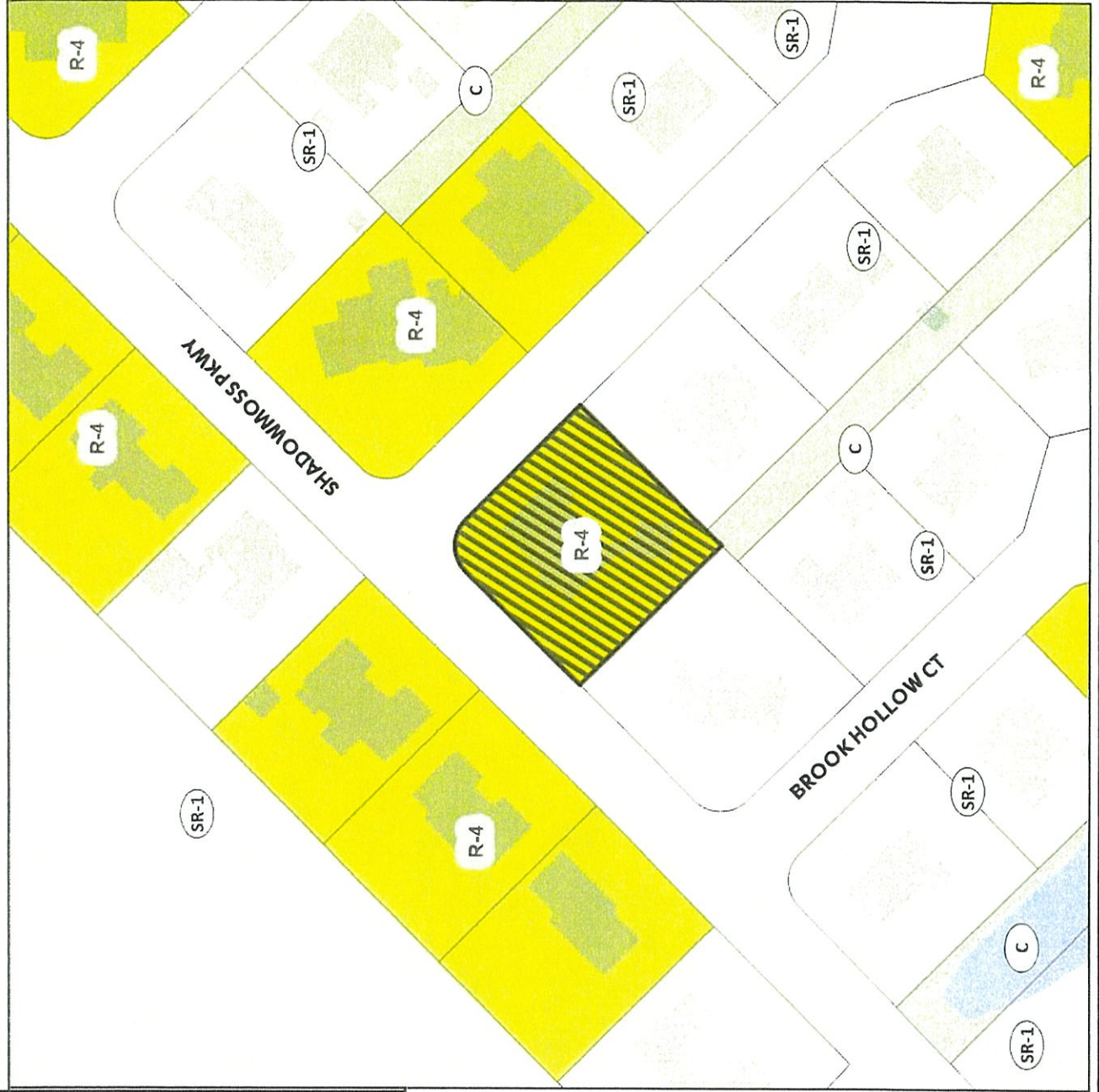
West Ashley

TMS #3580700026
Approx. 0.41 ac..

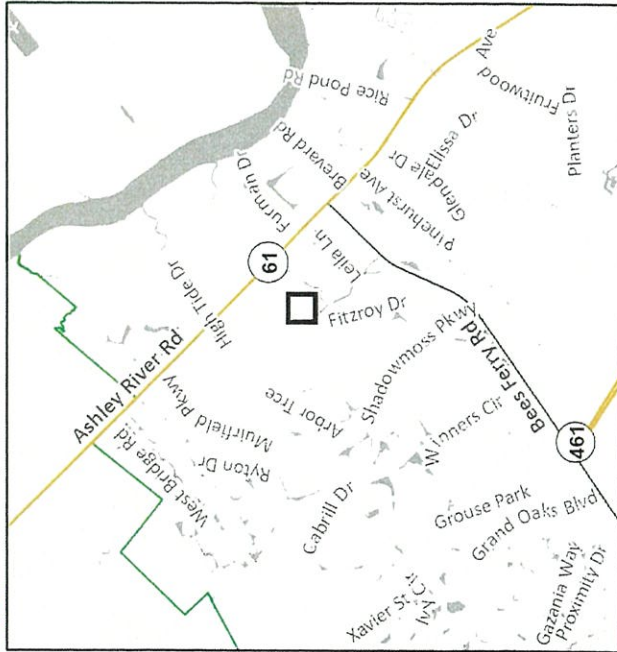
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Virginia Williams

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1821 MEPKIN ROAD (WEST ASHLEY) (APPROXIMATELY 0.18 ACRE) (TMS #353-14-00-182) (COUNCIL DISTRICT 7), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-196), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY GREGORY AND SUSAN COUPER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

1821 Mepkin Road (West Ashley) (approximately 0.18 acre) (TMS #353-14-00-182)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

1821 Mepkin Rd

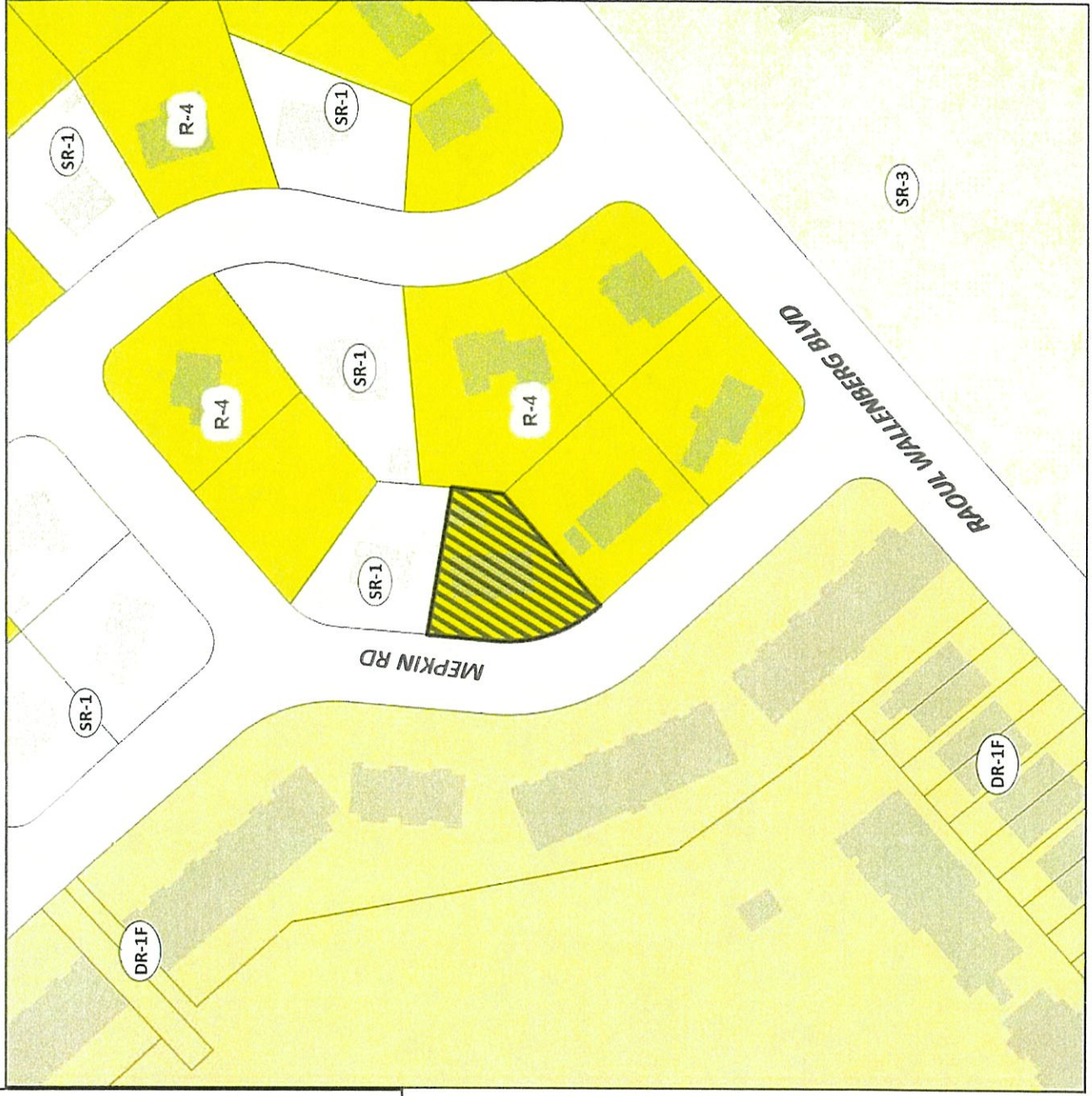
West Ashley

TMS #3531400182
Approx. 0.18 ac..

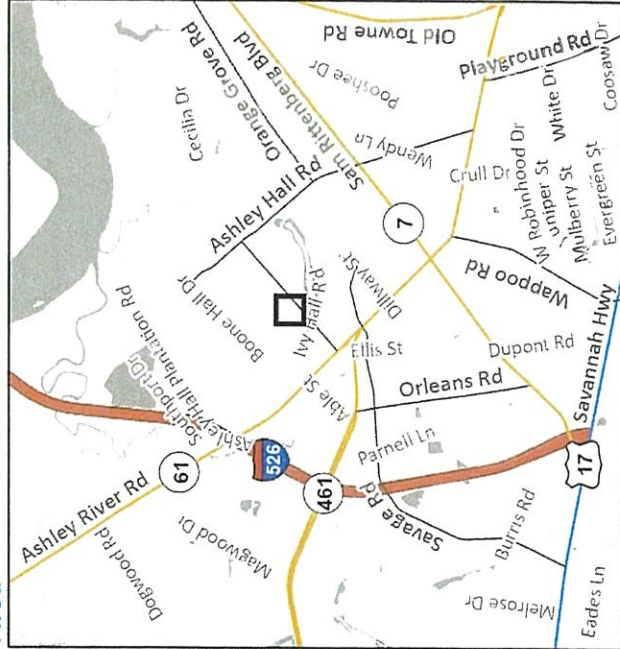
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Gregory and Susan Couper

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2350 BREVARD ROAD (WEST ASHLEY) (APPROXIMATELY 0.18 ACRE) (TMS #358-12-00-045) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-200), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY SHANNON GAFFNEY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2350 Brevard Road (West Ashley) (approximately 0.18 acre) (TMS #358-12-00-045)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the ____ Year of Our Lord _____, in the ____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

2350 Brevard Rd

West Ashley

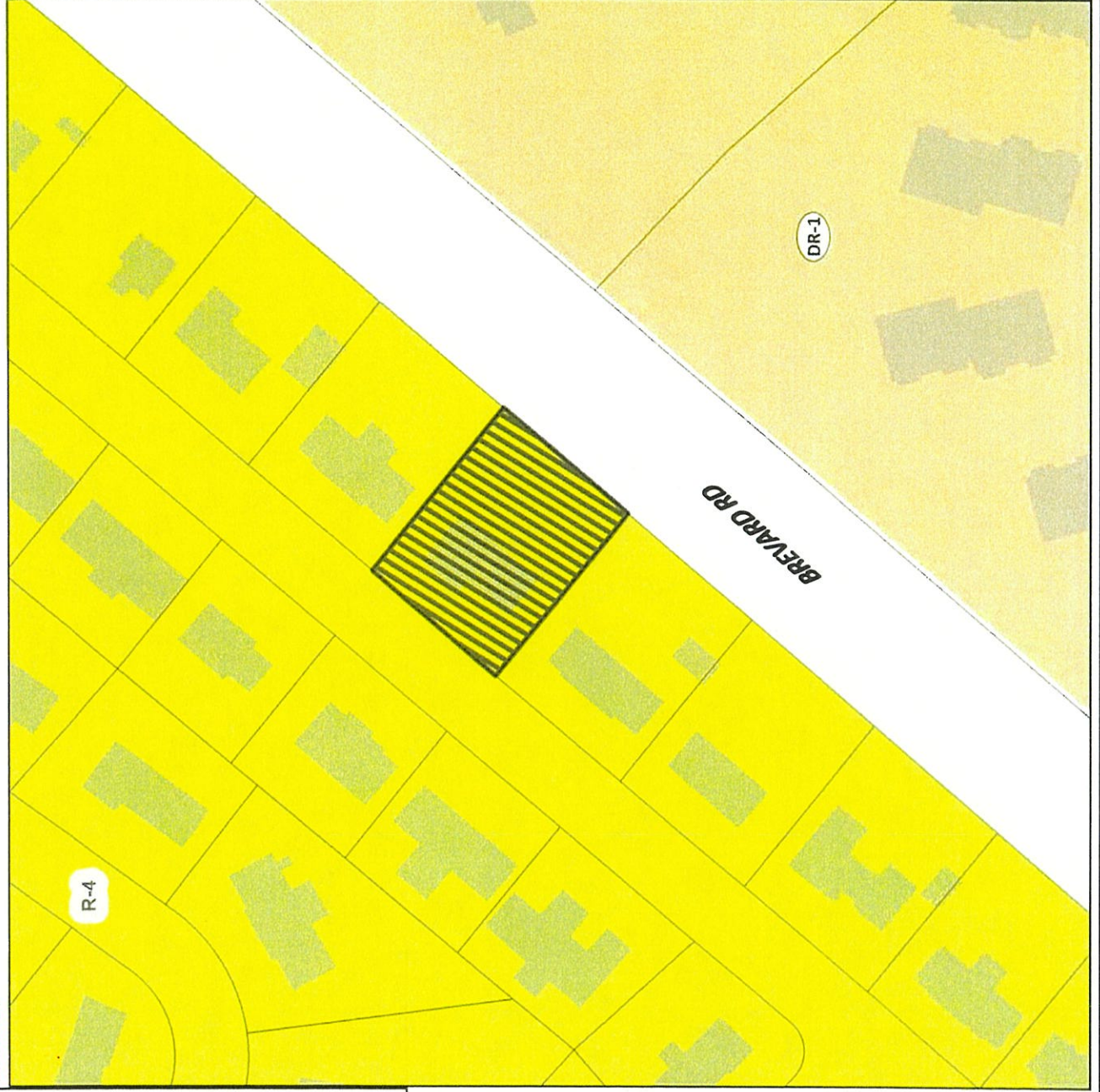
TMS #3581200045

Approx. 0.18 ac..

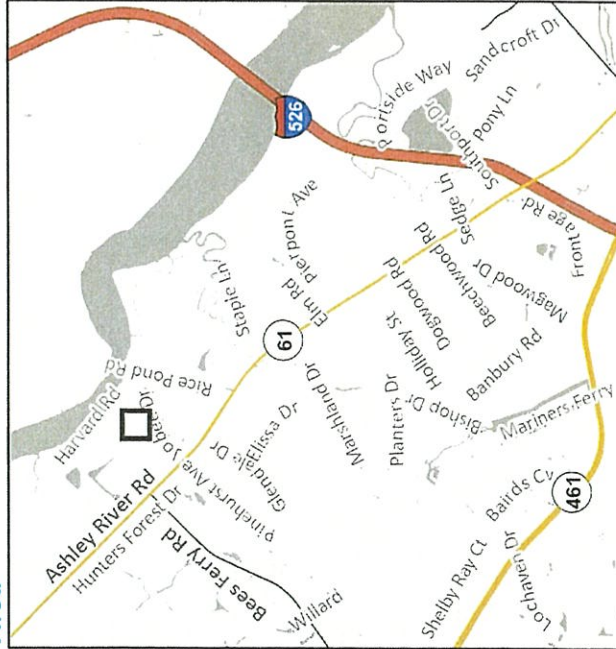
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Shannon Gaffney

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

A N O R D I N A N C E

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2314 BREVARD ROAD (WEST ASHLEY) (APPROXIMATELY 0.33 ACRE) (TMS #358-12-00-036) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-199), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY ROGER PITTMAN JR.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2314 Brevard Road (West Ashley) (approximately 0.33 acre) (TMS #358-12-00-036)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

2314 Brevard Rd

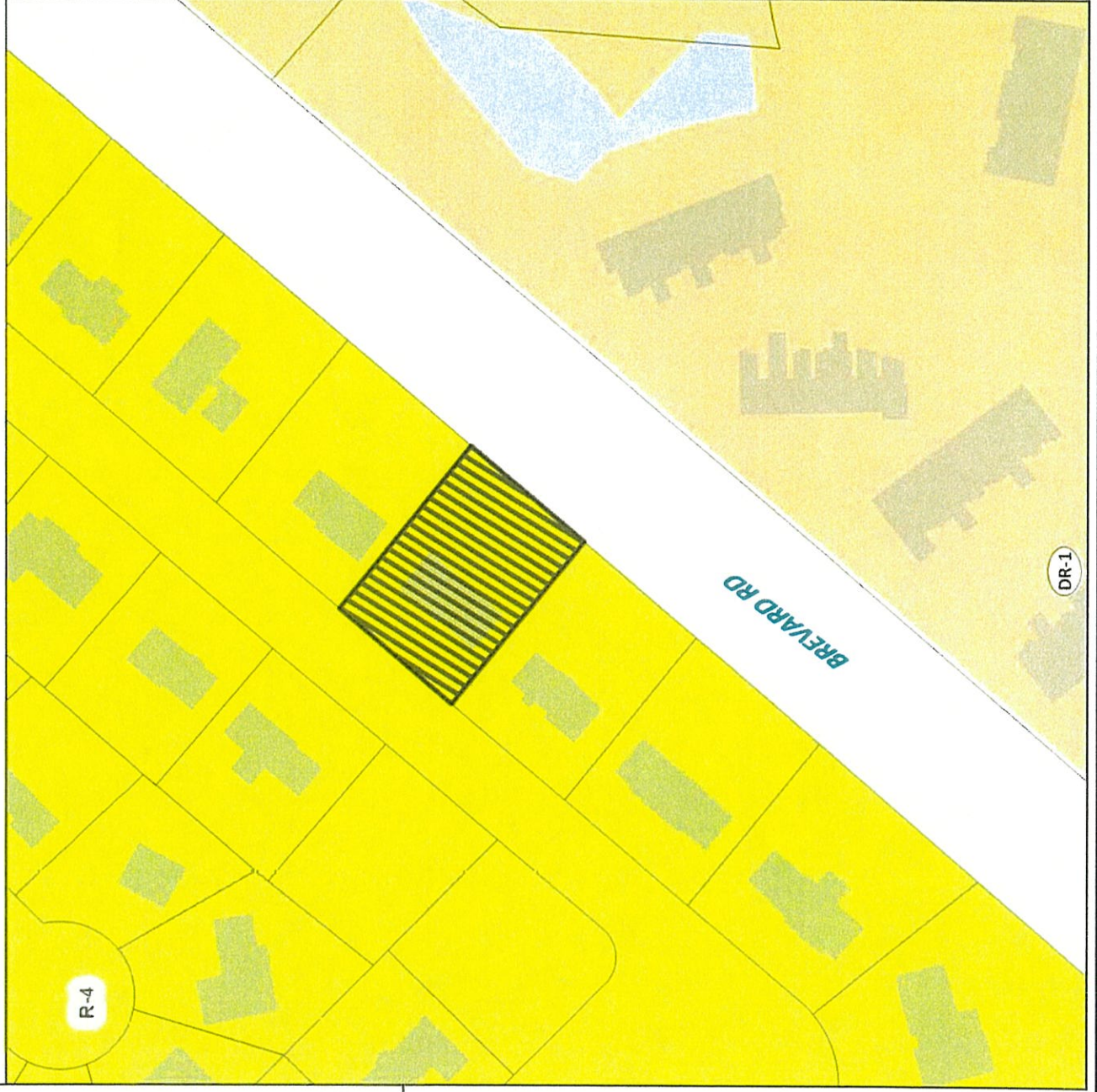
West Ashley

TMS #3581200036
Approx. 0.33 ac..

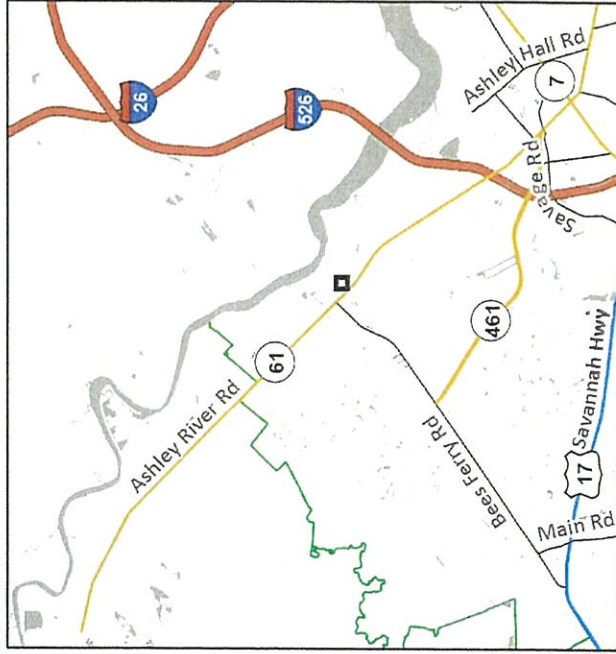
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Roger Pittman Jr

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2869 DONCASTER DRIVE (WEST ASHLEY) (APPROXIMATELY 0.33 ACRE) (TMS #358-10-00-092) (COUNCIL DISTRICT 10), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-201), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY EMMA JENRETTE AND ALEX YELLAN.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2869 Doncaster Drive (West Ashley) (approximately 0.33 acre) (TMS #358-10-00-092)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

2869 Doncaster Dr

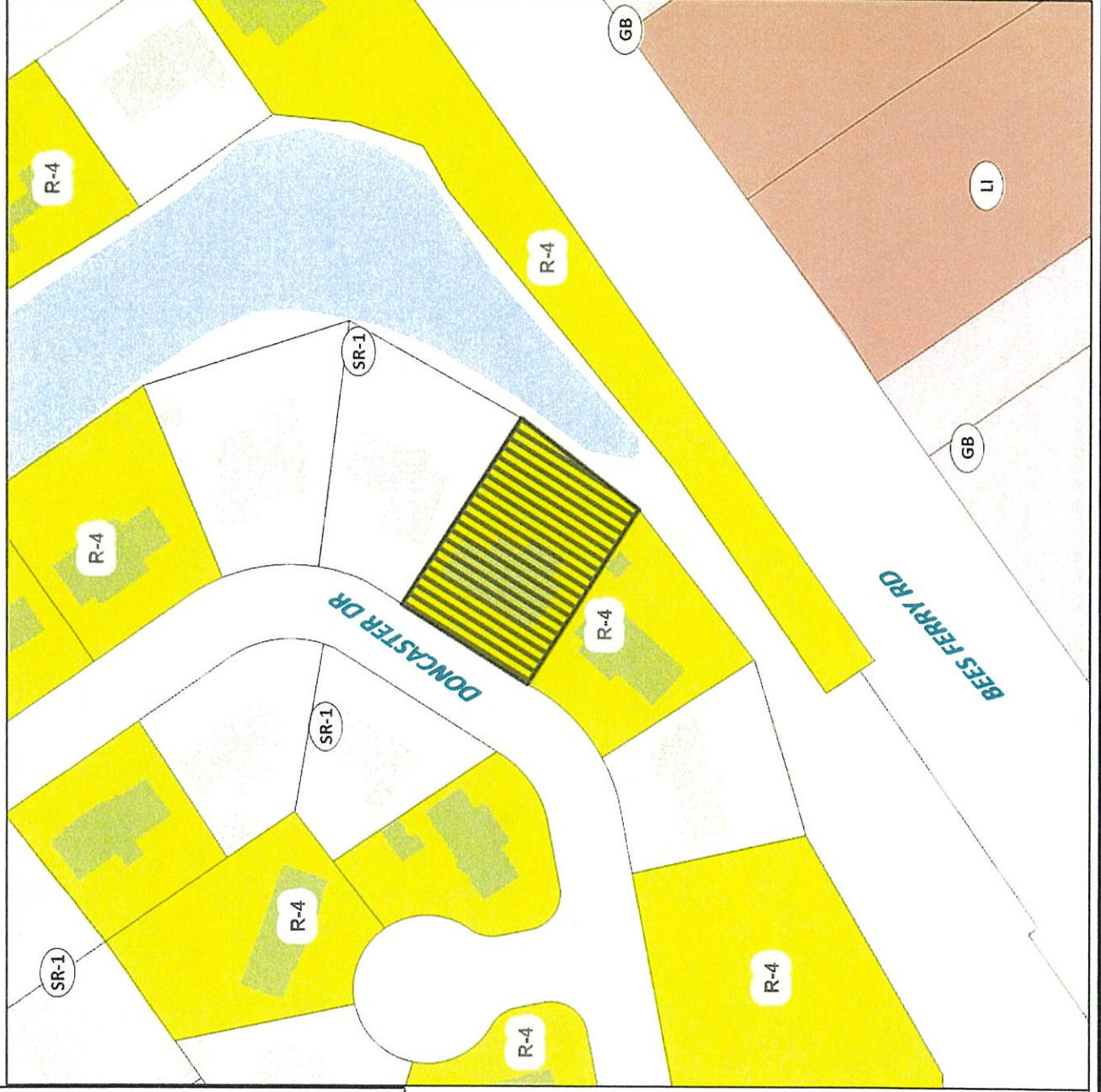
West Ashley

TMS #3581000092
Approx. 0.33 ac..

Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Emma Jenrette and Alex Yellan

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1941 GREEN PARK AVENUE (WEST ASHLEY) (APPROXIMATELY 0.21 ACRE) (TMS #355-15-00-147) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON SEPTEMBER 26, 2023 (#2023-203), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY ADAM SELLERS.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

1941 Green Park Avenue (West Ashley) (approximately 0.21 acre) (TMS #355-15-00-147)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

1941 Green Park Ave

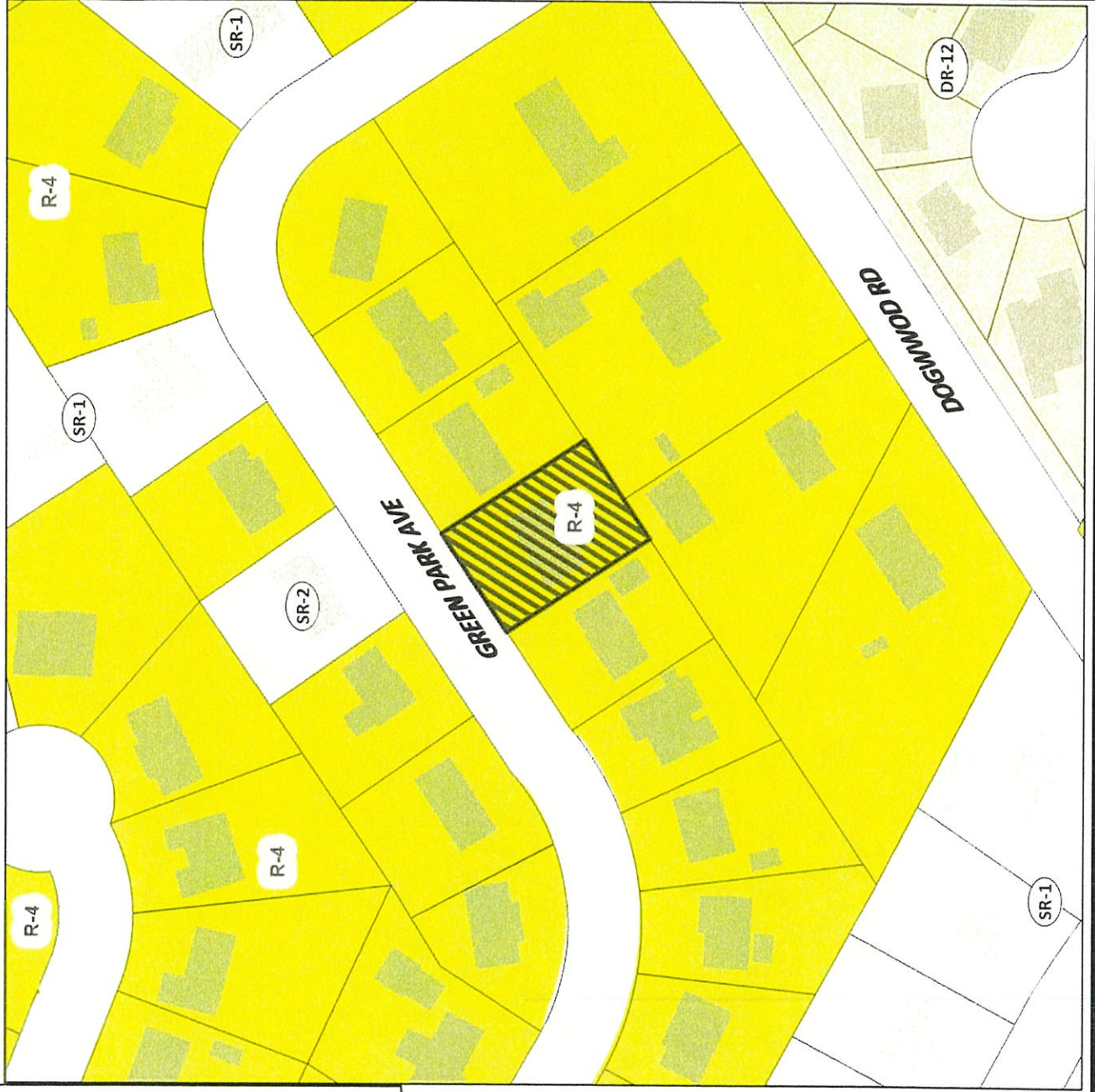
West Ashley

TMS #3551500147
Approx. 0.21 ac..

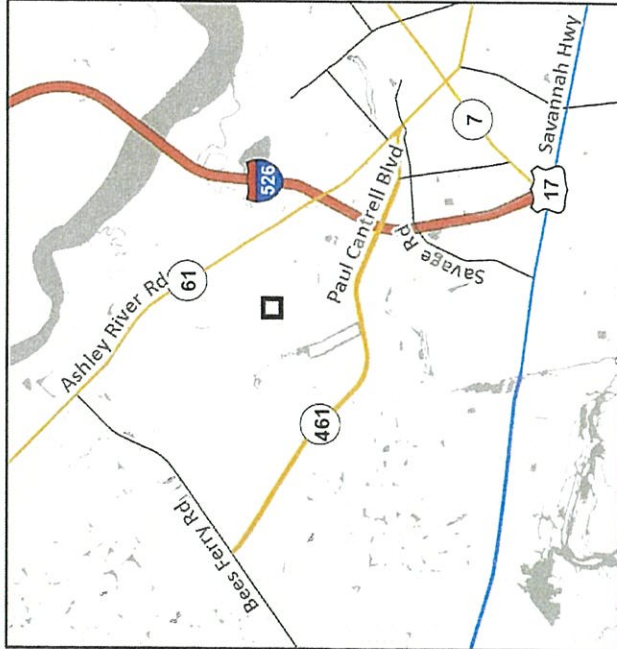
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Adam Sellers

Location



Area



Department of Planning, Preservation
& Sustainability
www.charleston-sc.gov
2 George St, Charleston, SC 29401
843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 754 BRANT ROAD (WEST ASHLEY) (APPROXIMATELY 0.25 ACRE) (TMS #310-02-00-206) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON OCTOBER 10, 2023 (#2023-212), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY JOHN AND VALERIE MELVILLE.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

754 Brant Road (West Ashley) (approximately 0.25 acre) (TMS #310-02-00-206)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

754 Brant Rd

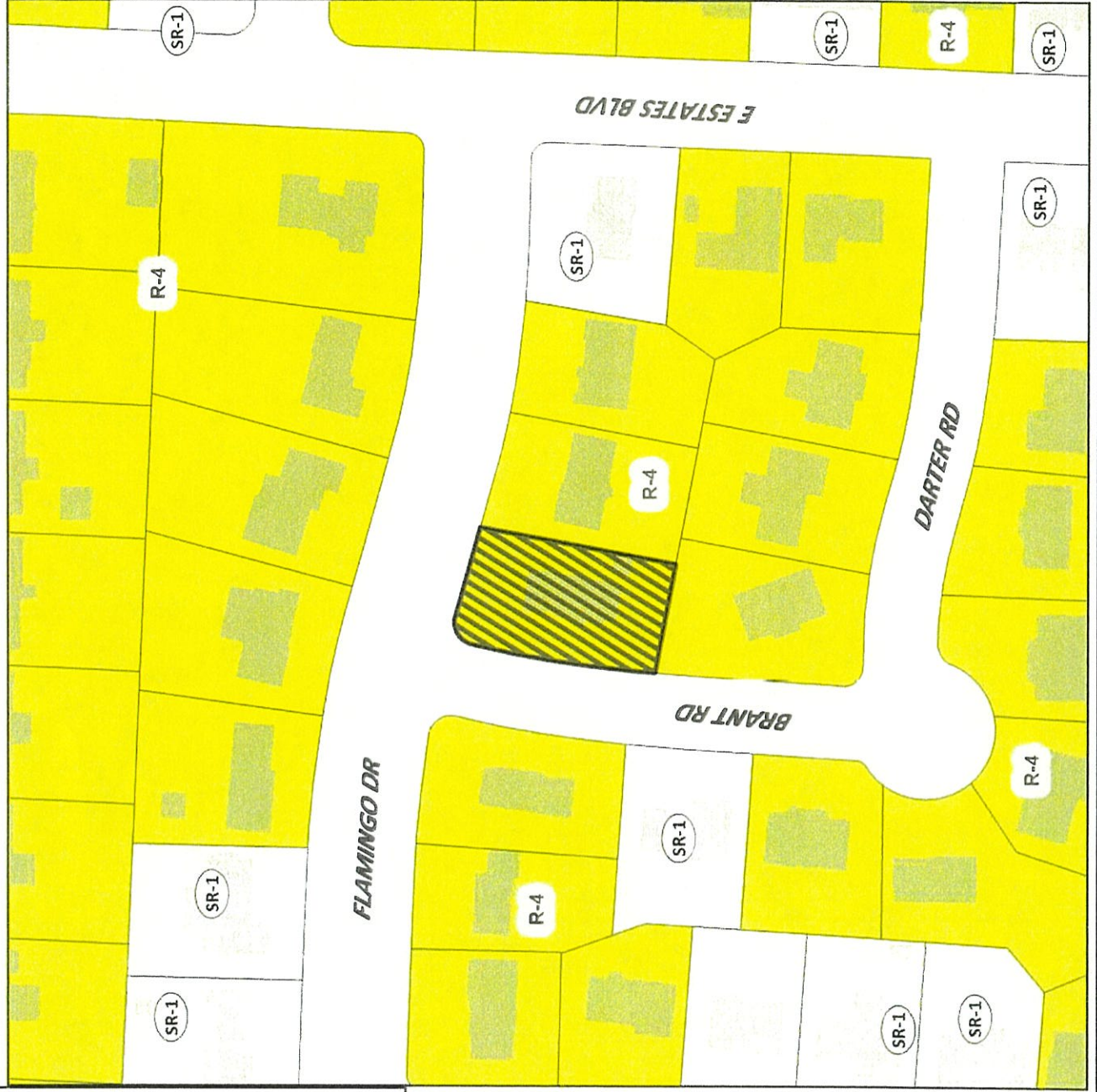
West Ashley

TMS #3100200206
Approx. 0.25 ac..

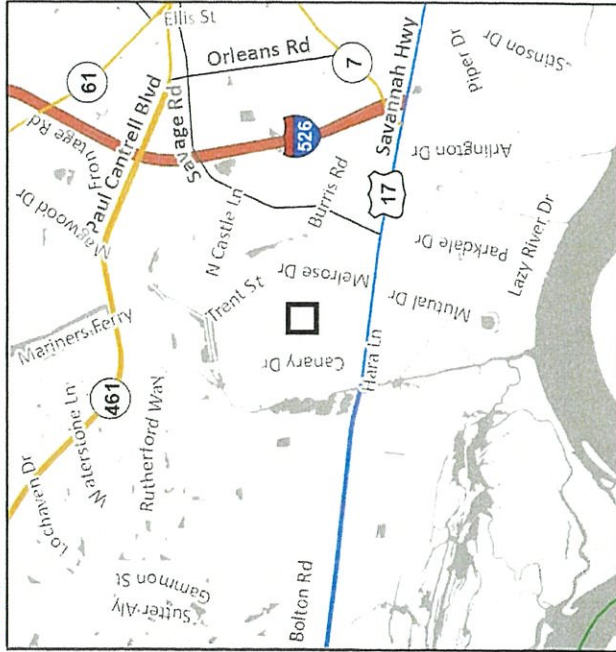
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: John and Valerie Melville

Location



Area



Department of Planning, Preservation

& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 6 APOLLO ROAD (WEST ASHLEY) (APPROXIMATELY 0.19 ACRE) (TMS #418-13-00-259) (COUNCIL DISTRICT 9), ANNEXED INTO THE CITY OF CHARLESTON OCTOBER 10, 2023 (#2023-209), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY DENISE LONGMAN.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

6 Apollo Road (West Ashley) (approximately 0.19 acre) (TMS #418-13-00-259)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

6 Apollo Rd

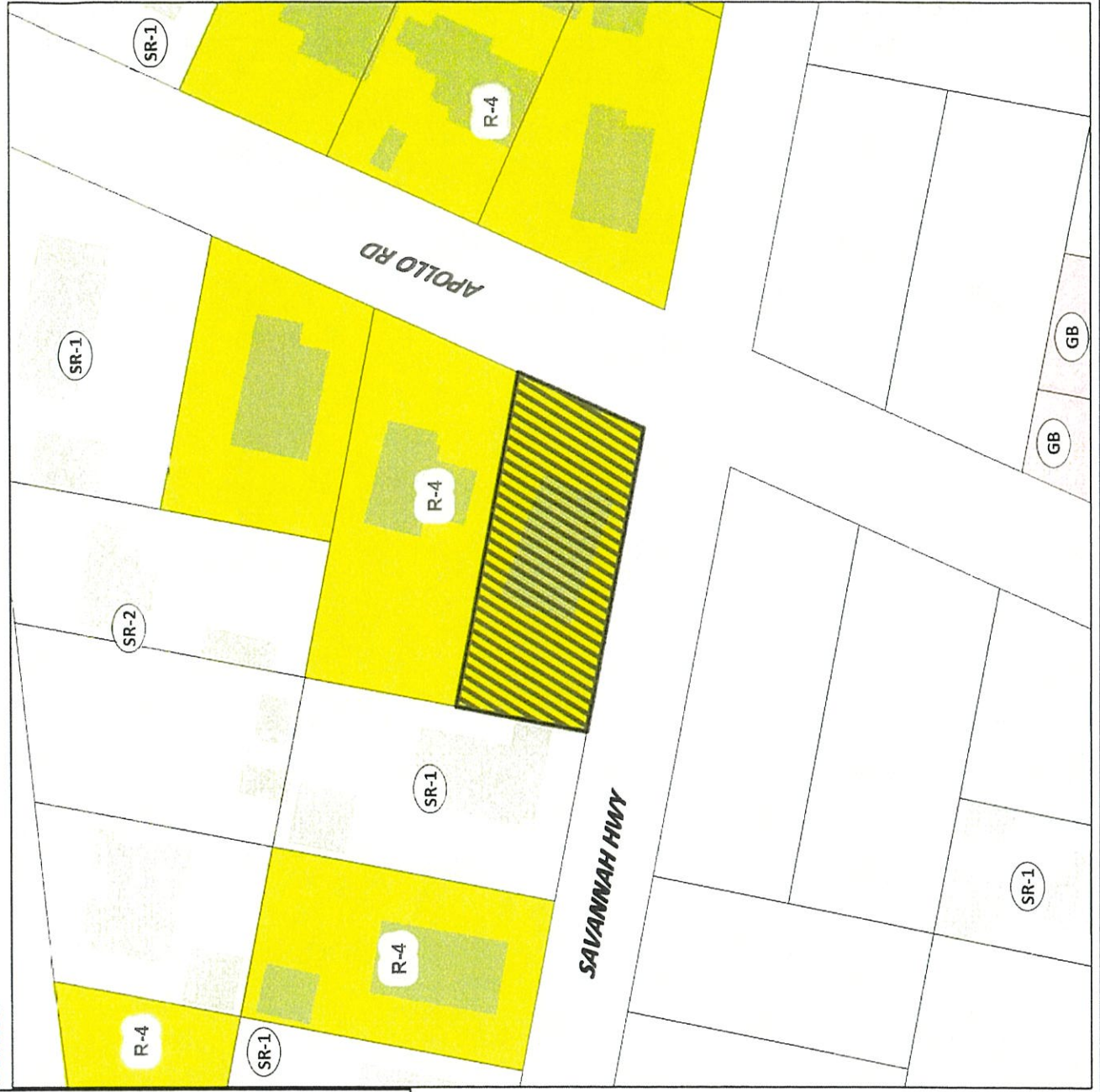
West Ashley

TMS #4181300259
Approx. 0.19 ac..

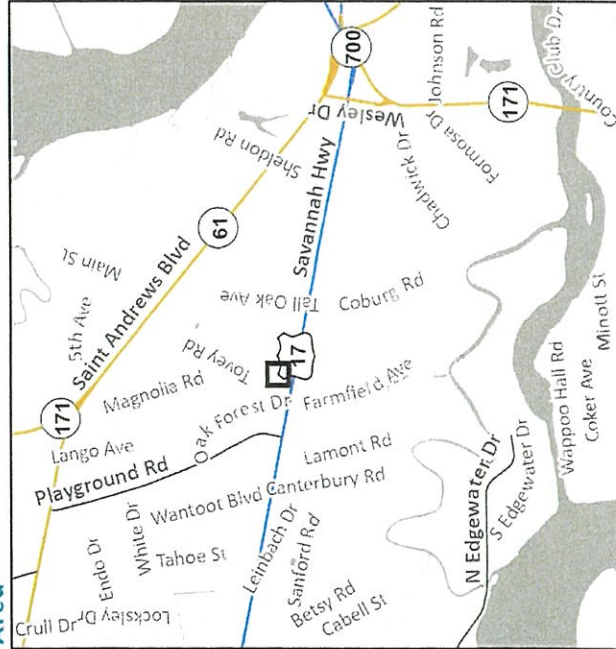
Request zoning of Single-Family (SR-1). Zoned Single-Family Residential (R-4)

Owner: Denise Longman

Location



Area



Department of Planning, Preservation
& Sustainability

www.charleston-sc.gov

2 George St, Charleston, SC 29401


843.724.3765



City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor 
DATE: November 14, 2023
RE: Citizen Police Advisory Council

The Citizen Police Advisory Council serves to facilitate the involvement of the residents representing neighborhoods and communities in our city in order to improve policing and strengthen the connection between citizens and the Charleston Police Department.

Members will be selected by the mayor and members of City Council. Each City Councilmember will select one member of the Advisory Council, and the mayor will select four members of Advisory Council, along with two high school seniors to represent the city's youth.

With the exception of the high school seniors, who shall serve a one-year term, all other members of the Advisory Council will serve three-year terms. Initial members may be asked to serve for one- or two-year terms in order to create a sustainable level of membership. Members may serve up to two consecutive terms for a total of up to six years of service before having to leave the Council.

I am recommending the following individual for the Citizen Police Advisory Council:

- David Saulnier **New Appointment** term expires 2026


David Saulnier: Mr. Saulnier received his Bachelor of Science in Business Administration from The Citadel Military College where he was Vice Chairman of the Honor Court & Summerall Guard. He received his MBA in International Management from Baylor University and was a member of the Beta Gamma Sigma National Honor Society. Mr. Saulnier has over 30 years of experience in the banking, brokerage, hedge fund, mutual fund and asset servicing industries with companies including Bank of America of Charleston, SC, Harvard Management Company, Pioneer Investment Management USA, Inc, and State Street Bank all of Boston, MA. He also has decades of coaching, team building, mentoring, and education. Mr. Saulnier is currently President of DS Lending and Capital (DSLCL) in Hollywood, SC and resides in Charleston.



City of Charleston

JOHN J. TECKLENBURG
MAYOR

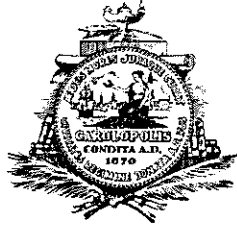
MEMORANDUM

TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor 
DATE: November 14, 2023
RE: Housing Authority of City of Charleston Appointment

The Housing Authority of City of Charleston is governed by seven (7) commissioners. These commissioners are selected by the mayor and approved by City Council. The commissioners employ a President/Chief Executive Officer and, through that person, the remaining staff are employed to carry out the duties and responsibilities of the Authority.

I am recommending the following individual for reappointment:

- Sam Skardon **Reappointment** Commissioner term expires 01/01/2028



City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor
DATE: November 21, 2023
RE: Updated Planning Commission Appointment

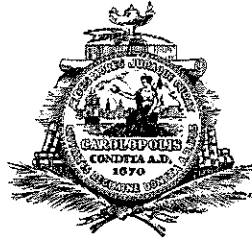
The Planning Commission shall consist of the nine (9) citizens of the city of Charleston who do not hold an elected public office in the city of Charleston and are appointed by the City Council. Board members shall be citizens of the City of Charleston, with the exception of the professions required by this ordinance who may be non-citizen owners or principals of a business within the City of Charleston. Of the members appointed, one (1) shall be an attorney, one (1) shall be in real estate, and one (1) shall be a representative of the development community. Members serve three (3) year terms and there are no term limits.

The Planning Commission plays a key role in so many planning and zoning decisions such as formulating our City plans (including the Charleston City Plan adopted in 2021), reviewing rezonings and PUDs, approving subdivisions, reviewing development agreements, and recommending Zoning Code amendments. Having a good balance of experience, prudence and expertise on this commission is vital to its function.

I am recommending the following appointment to the Planning Commission to fill the unexpired term of Angie Johnson (Real Estate seat), who resigned earlier this year:

- Bartley "Bart" Jackson **New Appointment** Real Estate Seat term expires 02/28/2025

Bart Jackson: Mr. Jackson graduated from the College of Charleston with a Bachelor of Arts Degree in 1991 and has been involved in the Charleston Tri-County real estate market as a residential appraiser and real estate agent since 1992 working with Atlantic Appraisals, Coleman & Kearns Appraisal Company, Inc. He currently owns Charleston Residential Appraisals, LLC located on Daniel Island, and 'hangs' his real estate license with Peace Sotheby's International Realty. Mr. Jackson resides on Daniel Island.



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina

ROBERT SUMMERFIELD
DIRECTOR

Department of Planning, Preservation and Sustainability

MEMORANDUM

To: Jennifer Cook, Clerk of Council
From: Mandi Herring, Operations Manager
RE: Code Enforcement Officer – James Lefebre
Date: November 13, 2023

Robert Summerfield, Director of Planning, Preservation & Sustainability, endorses and requests that Mayor and City Council approve the following staff member from the Department to serve as a Code Enforcement Officer:

James “Jimmy” Lefebre, BAR/DRB Code Enforcement Officer - Preservation & Urban Design Division.

The responsibilities of this role include:

- Receive, research and evaluate complaints about potential violations of regulations for properties within the purview of BAR and DRB.
- Conduct site inspections to verify compliance with ordinances and approved plans and ensure property owners and contractors have obtained proper permits, issuing Stop Work Orders when appropriate.
- Note instances of noncompliance on plans and site inspections and suggest modifications to bring plans/site into compliance.
- Prepare and process inspection reports, summonses, citations and various other records, reports, memos and correspondences.
- Prepare case materials when legal action is required, referring cases to municipal court, issuing summonses to code violators and providing court testimony as necessary.
- Provide customer service assistance to the public regarding preservation, design, and compliance issues, serving as a point of contact in the Permit Center for the division.

I2(b-d).



City of Charleston

JOHN J. TECKLENBURG
MAYOR

South Carolina

DANIEL M. CURLA
FIRE CHIEF

Charleston Fire Department Fire Marshal Division

MEMORANDUM

TO: Mayor John J. Tecklenburg and members of City Council

CC: Fire Chief Daniel M. Curia
Clerk of Council Jennifer Cook

FROM: Chief Fire Marshal Michael A. Julazadeh

RE: Code Enforcement Officers – Fire Marshal Division

DATE: November 15, 2023

Please be advised that I am kindly requesting that you authorize the following City of Charleston employees to issue municipal summons and to be added to the Code Enforcement Officers' List. These members will have the responsibility to enforce the Fire Code and related ordinances through the Fire Marshal Division.

Dennis Rogers	Assistant Fire Marshal	Phone: 843-579-6450
Allen Cravey	Assistant Fire Marshal	Phone: 843-579-6404
Chris Cieslarczyk	Assistant Fire Marshal	Phone: 843-577-6403

Thank you.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that HAYES PARK DEVELOPMENT, LLC, a South Carolina limited liability company (the "Grantor"), in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00), being true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON (the "Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever (the "Premises"):

All of the property underneath, above and containing those certain streets, roads, drives, and cul-d-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, identified as "HAYES PARK BLVD. - 50' CITY MAINTAINED R/W", "HAMLET COTTAGE WAY 50' PUBLIC R/W", "RISEWELL CT. - 40' CITY R/W", "SAUNTER CT. 40' CITY R/W", "LIVEWELL CT. 40' CITY R/W", "OAK HAMMOCK CT. 40' CITY R/W", and "BENT WILLOW WAY 50' R/W" as shown and designated on that certain plat entitled, "HAYES PARK FINAL SUBDIVISION PLAT TMS# 279-00-00-067 3530 MAYBANK HIGHWAY OWNED BY HAYES PARK DEVELOPMENT, LLC CITY OF CHARLESTON, JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Matthew J. Halter, SCPLS 17623 of Benchmark Land Development Services, LLC, dated February 23, 2022, last revised August 18, 2023, and recorded _____, _____, 2023, in the Register of Deeds Office for Charleston County, South Carolina, on _____, _____, 2023, in Plat Book _____ at Page _____. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of Nancy A. Ritchie a/k/a Nancy Anne Ritchie, Robert B. Hayes, Carolyn E. Slay and John D. Hayes dated May 8, 2020, and recorded May 12, 2020, in the Register of Deeds Office for Charleston County, South Carolina, in Book 0881 at Page 644.

Grantee's Mailing Address: City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.: 279-00-00-067

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.


TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said City of Charleston, its heirs, successors and assigns, against Grantor, its heirs, successors and assigns against Grantor and its heirs, successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 5TH day of OCTOBER, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Hayes Park Development, L.L.C. a South
Carolina limited liability company



Witness Number One

Witness Number One

By: _____
Name: Adam M. Baslow
Is: Authorized Person
Managing Member

Kate Fischer
Printed Name

Printed Name _____


Witness Number Two

Witness Number Two

Brett Hoover
Printed Name

Printed Name _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Adam M. Baslow, the Authorized Person of Hayes Park Development, LLC, on behalf of the Grantor on this 5TH day of OCTOBER, 2023.

[Signature] (SEAL)
Notary Public for South Carolina

DAVID E. ROCKERS

Printed Name of Notary

My Commission Expires: 04/27/2031

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
) EXCLUSIVE STORMWATER
) DRAINAGE EASEMENTS AGREEMENT
) (CITY OF CHARLESTON)

 COPY

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between HAYES PARK DEVELOPMENT, LLC ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

RECITALS

WHEREAS, subject to the City's ordinances and the Warranty Bond Agreement (the "Bond Agreement") executed by the parties simultaneously herewith, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City by granting unto the City certain permanent and exclusive stormwater drainage easements in and to the Easement Areas necessary for the City to install, expand, and/or maintain of the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, and the Bond Agreement, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3. Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. Encroachment Agreement. Any existing encroachments within the Easement Areas as shown on the Plat described in Exhibit B shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments.
8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
13. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement

rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

[Signature]
Print Name: Daniel E. Rodenas
Witness # 1

[Signature]
Print Name: Katherine Fischer
Witness #2

GRANTOR: HAYES PARK
DEVELOPMENT, LLC

By: [Signature]
Print Name: Adam M. Baslow
Its: Authorized Person
Date: 9/29/23

STATE OF South Carolina)

COUNTY OF Charleston))

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Adam M. Baslow, the Authorized Person of Hayes Park Development, LLC, on this 29 day of September, 2023.

Signature: [Signature]
Print Name of Notary: Amanda Baddeck
Notary Public for South Carolina
My Commission Expires: July 31, 2033

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

Print Name: _____

Witness #1

Print Name: _____

Its: _____

Date: _____

Print Name: _____

Witness #2

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, on this _____ day of _____, _____.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A**[LEGAL DESCRIPTION OF PROPERTY]**

All that certain piece, parcel, lot or tract of land, with the buildings and improvements thereon, situate lying and being on Johns Island, Charleston County, South Carolina, shown as "COMBINED TRACT 'A' 749,793.78 SQ. FT., 17.212 ACRES" on that certain plat entitled "PLAT SHOWING THE PROPERTY LINE ABANDONMENT BETWEEN BOYD HAYES ROAD R.O.W., (1.171 AC.); TRACT 'E' (10.492 AC.) TMS 279-00-00-235, AND TRACT 'F' (5.549 AC.) TMS 279-00-00-067, TO CREATE COMBINED TRACT 'A'; AND THEN TO CREATE BOYD N HAYES 50' INGRESS/EGRESS EASEMENT (1.171 AC.), ALL PROPERTY OF CAROLYN E. SLAY, NANCY ANNE RITCHIE, JOHN D. HAYES, AND ROBERT B. HAYES, LOCATED ON JOHNS ISLAND, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard A. Aldridge, SCPLS No. 20854, of Parker Land Surveying, LLC, dated February 24, 2020 and recorded May 5, 2020 in the ROD Office for Charleston County, in Plat Book L20, Page 0153 (the "Plat"); said tract having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

TMS# 279-00-00-067

EXHIBIT A

[DESCRIPTION OF EASEMENT AREAS]

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "Hayes Park Final Subdivision Plat, TMS# 279-00-00-067, 3530 Maybank Highway, Owned by Hayes Park Development, LLC, City of Charleston, Johns Island, Charleston County, South Carolina" by Matthew John Halter (SCPLS No. 17623), dated February 23, 2022 and last revised on the date shown thereon, and recorded on _____, 20____, under Book _____ at Pages _____ through _____ in the ROD Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information

2. The property being a portion of Charleston County LMS No. 279-00-00-067 transferred by Hayes Park Development, LLC to The City of Charleston on 10/20/2023

3. Check one of the following: The deed is

- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (c) ☒ exempt from the deed recording fee because (See information section of affidavit): Exemption 2 transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):

- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$N/A
- (b) ☐ The fee is computed on the fair market value of the realty which is \$N/A
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$N/A

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(f)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$N/A

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here \$0.00
- (b) Place the amount listed in item 5 above here \$0.00
- (If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here \$0.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00

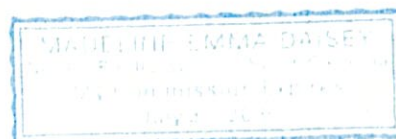
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative

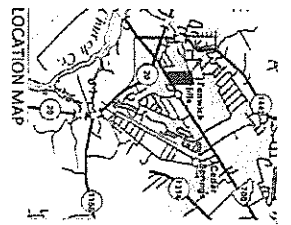
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 20 day
of October, 2023.

Megan E. Stevens
Megan E. Stevens, Legal Representative

Notary Public for South Carolina
My Commission Expires: 7-31-36

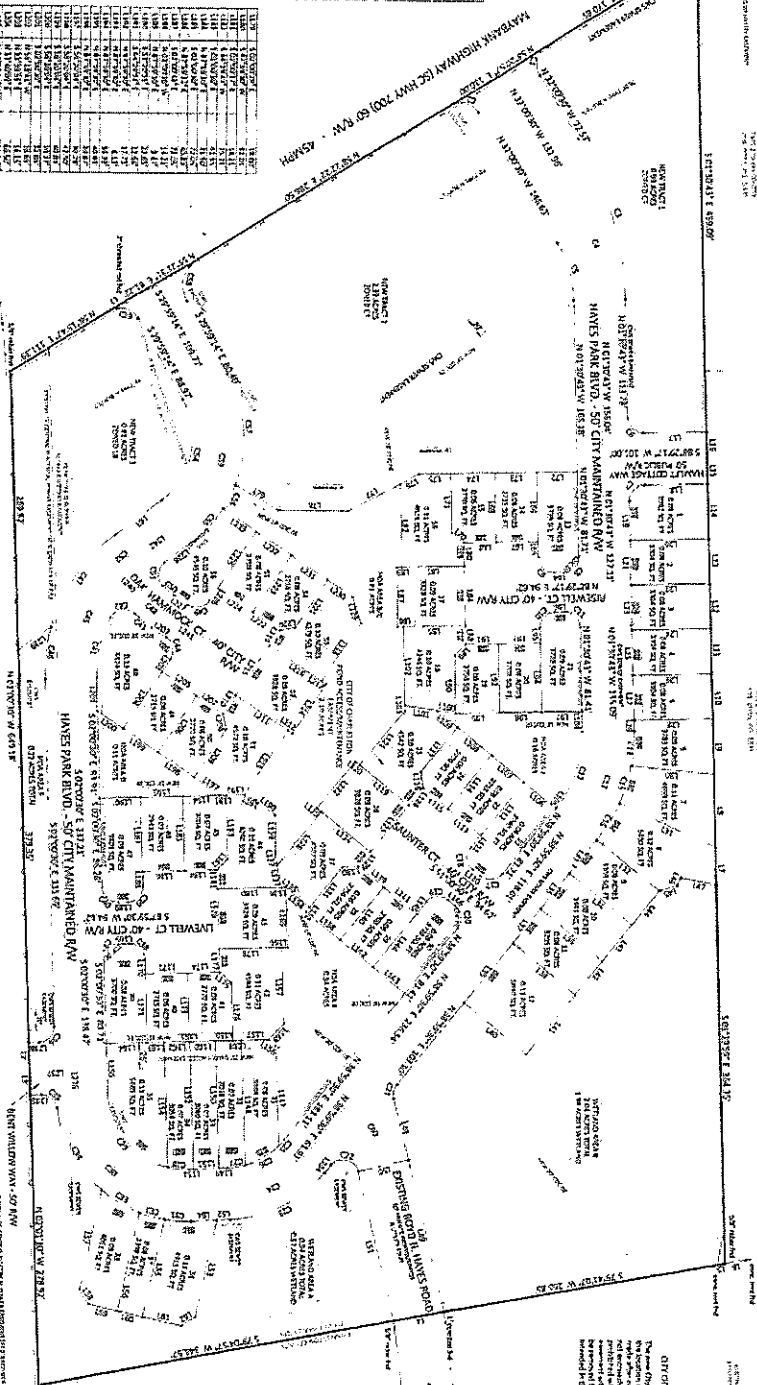




REFERENCES

LEGEND

Case	Age	Sex	Occupation	Marital Status	Religion	Education	Income	Assets	Liabilities	Net Worth	Summary
1	35	M	Teacher	Married	Protestant	High School	\$12,000	\$15,000	\$5,000	\$10,000	Stable income, low debt.
2	42	F	Homemaker	Married	Catholic	Elementary	\$8,000	\$10,000	\$3,000	\$7,000	Low income, moderate assets.
3	28	M	Student	Single	Jewish	College	\$5,000	\$2,000	\$1,000	\$1,000	Low income, low assets.
4	55	F	Retired	Married	Anglican	High School	\$10,000	\$12,000	\$4,000	\$8,000	Stable income, moderate assets.
5	38	M	Engineer	Married	Muslim	University	\$18,000	\$20,000	\$6,000	\$14,000	High income, high assets.
6	62	F	Retired	Married	Buddhist	Elementary	\$7,000	\$9,000	\$2,000	\$7,000	Low income, moderate assets.
7	45	M	Manager	Married	Hindu	College	\$14,000	\$16,000	\$5,000	\$11,000	Stable income, moderate assets.
8	32	F	Teacher	Single	Sikh	High School	\$9,000	\$11,000	\$3,000	\$8,000	Stable income, low debt.
9	58	M	Retired	Married	Orthodox	Elementary	\$6,000	\$8,000	\$2,000	\$6,000	Low income, moderate assets.
10	48	F	Homemaker	Married	Shinto	High School	\$11,000	\$13,000	\$4,000	\$9,000	Stable income, moderate assets.
11	37	M	Engineer	Married	Bahai	University	\$16,000	\$18,000	\$5,000	\$13,000	Stable income, moderate assets.
12	65	F	Retired	Married	Wiccan	Elementary	\$8,000	\$10,000	\$3,000	\$7,000	Low income, moderate assets.
13	40	M	Manager	Married	Unitarian	College	\$13,000	\$15,000	\$4,000	\$9,000	Stable income, moderate assets.
14	30	F	Teacher	Single	Pagan	High School	\$10,000	\$12,000	\$3,000	\$7,000	Stable income, low debt.
15	52	M	Retired	Married	Druid	Elementary	\$7,000	\$9,000	\$2,000	\$7,000	Low income, moderate assets.
16	43	F	Homemaker	Married	Neopagan	High School	\$11,000	\$13,000	\$4,000	\$9,000	Stable income, moderate assets.
17	33	M	Engineer	Married	Eclectic	University	\$15,000	\$17,000	\$5,000	\$12,000	Stable income, moderate assets.
18	60	F	Retired	Married	Reconstructionist	Elementary	\$8,000	\$10,000	\$3,000	\$7,000	Low income, moderate assets.
19	47	M	Manager	Married	Secular	College	\$13,000	\$15,000	\$4,000	\$9,000	Stable income, moderate assets.
20	36	F	Teacher	Single	Humanist	High School	\$10,000	\$12,000	\$3,000	\$7,000	Stable income, low debt.



GENERAL NOTES

[illegible]

CHARLESTON COUNTY STAFF

IN THE MATTER OF THE ESTATE OF JOHN H. COVINGTON, JR.,
DECEASED.

North Arrow

Stationing: 1+00, 2+00, 3+00, 4+00, 5+00, 6+00, 7+00, 8+00, 9+00, 10+00, 11+00, 12+00, 13+00, 14+00, 15+00, 16+00, 17+00, 18+00, 19+00, 20+00, 21+00, 22+00, 23+00, 24+00, 25+00, 26+00, 27+00, 28+00, 29+00, 30+00, 31+00, 32+00, 33+00, 34+00, 35+00, 36+00, 37+00, 38+00, 39+00, 40+00, 41+00, 42+00, 43+00, 44+00, 45+00, 46+00, 47+00, 48+00, 49+00, 50+00, 51+00, 52+00, 53+00, 54+00, 55+00, 56+00, 57+00, 58+00, 59+00, 60+00, 61+00, 62+00, 63+00, 64+00, 65+00, 66+00, 67+00, 68+00, 69+00, 70+00, 71+00, 72+00, 73+00, 74+00, 75+00, 76+00, 77+00, 78+00, 79+00, 80+00, 81+00, 82+00, 83+00, 84+00, 85+00, 86+00, 87+00, 88+00, 89+00, 90+00, 91+00, 92+00, 93+00, 94+00, 95+00, 96+00, 97+00, 98+00, 99+00, 100+00, 101+00, 102+00, 103+00, 104+00, 105+00, 106+00, 107+00, 108+00, 109+00, 110+00, 111+00, 112+00, 113+00, 114+00, 115+00, 116+00, 117+00, 118+00, 119+00, 120+00, 121+00, 122+00, 123+00, 124+00, 125+00, 126+00, 127+00, 128+00, 129+00, 130+00, 131+00, 132+00, 133+00, 134+00, 135+00, 136+00, 137+00, 138+00, 139+00, 140+00, 141+00, 142+00, 143+00, 144+00, 145+00, 146+00, 147+00, 148+00, 149+00, 150+00, 151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00, 158+00, 159+00, 160+00, 161+00, 162+00, 163+00, 164+00, 165+00, 166+00, 167+00, 168+00, 169+00, 170+00, 171+00, 172+00, 173+00, 174+00, 175+00, 176+00, 177+00, 178+00, 179+00, 180+00, 181+00, 182+00, 183+00, 184+00, 185+00, 186+00, 187+00, 188+00, 189+00, 190+00, 191+00, 192+00, 193+00, 194+00, 195+00, 196+00, 197+00, 198+00, 199+00, 200+00, 201+00, 202+00, 203+00, 204+00, 205+00, 206+00, 207+00, 208+00, 209+00, 210+00, 211+00, 212+00, 213+00, 214+00, 215+00, 216+00, 217+00, 218+00, 219+00, 220+00, 221+00, 222+00, 223+00, 224+00, 225+00, 226+00, 227+00, 228+00, 229+00, 230+00, 231+00, 232+00, 233+00, 234+00, 235+00, 236+00, 237+00, 238+00, 239+00, 240+00, 241+00, 242+00, 243+00, 244+00, 245+00, 246+00, 247+00, 248+00, 249+00, 250+00, 251+00, 252+00, 253+00, 254+00, 255+00, 256+00, 257+00, 258+00, 259+00, 260+00, 261+00, 262+00, 263+00, 264+00, 265+00, 266+00, 267+00, 268+00, 269+00, 270+00, 271+00, 272+00, 273+00, 274+00, 275+00, 276+00, 277+00, 278+00, 279+00, 280+00, 281+00, 282+00, 283+00, 284+00, 285+00, 286+00, 287+00, 288+00, 289+00, 290+00, 291+00, 292+00, 293+00, 294+00, 295+00, 296+00, 297+00, 298+00, 299+00, 300+00, 301+00, 302+00, 303+00, 304+00, 305+00, 306+00, 307+00, 308+00, 309+00, 310+00, 311+00, 312+00, 313+00, 314+00, 315+00, 316+00, 317+00, 318+00, 319+00, 320+00, 321+00, 322+00, 323+00, 324+00, 325+00, 326+00, 327+00, 328+00, 329+00, 330+00, 331+00, 332+00, 333+00, 334+00, 335+00, 336+00, 337+00, 338+00, 339+00, 340+00, 341+00, 342+00, 343+00, 344+00, 345+00, 346+00, 347+00, 348+00, 349+00, 350+00, 351+00, 352+00, 353+00, 354+00, 355+00, 356+00, 357+00, 358+00, 359+00, 360+00, 361+00, 362+00, 363+00, 364+00, 365+00, 366+00, 367+00, 368+00, 369+00, 370+00, 371+00, 372+00, 373+00, 374+00, 375+00, 376+00, 377+00, 378+00, 379+00, 380+00, 381+00, 382+00, 383+00, 384+00, 385+00, 386+00, 387+00, 388+00, 389+00, 390+00, 391+00, 392+00, 393+00, 394+00, 395+00, 396+00, 397+00, 398+00, 399+00, 400+00, 401+00, 402+00, 403+00, 404+00, 405+00, 406+00, 407+00, 408+00, 409+00, 410+00, 411+00, 412+00, 413+00, 414+00, 415+00, 416+00, 417+00, 418+00, 419+00, 420+00, 421+00, 422+00, 423+00, 424+00, 425+00, 426+00, 427+00, 428+00, 429+00, 430+00, 431+00, 432+00, 433+00, 434+00, 435+00, 436+00, 437+00, 438+00, 439+00, 440+00, 441+00, 442+00, 443+00, 444+00, 445+00, 446+00, 447+00, 448+00, 449+00, 450+00, 451+00, 452+00, 453+00, 454+00, 455+00, 456+00, 457+00, 458+00, 459+00, 460+00, 461+00, 462+00, 463+00, 464+00, 465+00, 466+00, 467+00, 468+00, 469+00, 470+00, 471+00, 472+00, 473+00, 474+00, 475+00, 476+00, 477+00, 478+00, 479+00, 480+00, 481+00, 482+00, 483+00, 484+00, 485+00, 486+00, 487+00, 488+00, 489+00, 490+00, 491+00, 492+00, 493+00, 494+00, 495+00, 496+00, 497+00, 498+00, 499+00, 500+00, 501+00, 502+00, 503+00, 504+00, 505+00, 506+00, 507+00, 508+00,

[illegible][illegible]

REVISION: 8.18.2017 - Add sheet 2. 9.18.2017 - Add final utility/water/sewer easement 1.26.2017 - City of Chugiak 1.14.2017 - City of Chugiak 1.14.2017 - City of Chugiak 1.14.2017 - General Note submitted on discharge from 2.26.2017 - Add notes & bounds to city easements.	HAYES PARK FINAL SUBDIVISION PLAT TMS# 279-00-00-067 3530 MAYBANK HIGHWAY OWNED BY HAYES PARK DEVELOPMENT, LLC CITY OF CHUGIESTON, ALASKA	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 4
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STATE OF SOUTH CAROLINA)
)
 County of Charleston)
)
 City of Charleston)

THIRD AMENDMENT
 TO AGREEMENT

THIS **THIRD AMENDMENT TO AN AGREEMENT** is entered into the _____ day of _____ 20____ by and between the **City of Charleston**, (hereinafter referred to as "the City") and **Sanders Brothers Construction Co., Inc.** located at 1990 Harley Street, North Charleston, SC 29406 (hereinafter referred to as the "Contractor").

WHEREAS, the parties entered into an agreement dated November 24, 2020 whereby the Contractor agreed to furnish Stormwater System Cleaning and Inspection Services of Historic Brick Arches for a term of one (1) year with three (3) one year renewals.

WHEREAS, now the parties wish to extend the Agreement for an additional one-year period beginning on November 24, 2023 and ending on November 23, 2024.

WHEREAS, now the parties wish to increase the total yearly contract amount an additional \$250,000 from the original \$500,000 amount to a total \$750,000 total yearly contract amount, per Procurement Policy changes in February 2023.

WHEREAS, now the parties wish to revise the Contractor's Bid Proposal Sheet to include the removal of excessive brick, rock, and debris provided by the Contractor at the rate of \$2,500.00 per day.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

1. The Agreement has been extended for an additional year beginning on November 24, 2023 and ending on November 23, 2024.
2. Payments to the Contractor for acceptable work performed and accepted by the City shall not exceed a total of \$750,000.00 with no Individual Delivery Order exceeding \$100,000. Payment for work completed shall be in accordance with the Contractor's "Proposal Submittal Sheet", attached hereto and incorporated herein as Exhibit A.
3. Exhibit A "Proposal Submittal Sheet" has been revised to include the addition of brick, rock, and debris removal provided by the Contractor at the rate of \$2,500.00 per day.
4. In all other respects, the agreement heretofore entered into by and between the parties remains unmodified and in full force and effect.

*Stormwater System Cleaning and Inspection Services of Historic Brick Arches
Third Amendment*

IN WITNESS WHEREOF, the City hereto has executed this Amendment under their solicitation the day and year first written above.

WITNESSES FOR CONTRACTOR:

Kenneth J. Smith
Name

SANDERS BROTHERS
CONSTRUCTION CO., INC.:

K B S, II
Name

Mgr Vqc/Cam Div.
Title

10/30/23
Date

WITNESS FOR THE CITY:

CITY OF CHARLESTON

Name

Name

Title

Date

City of Charleston
 Request for Proposal

Brick Arch Storm Drain Cleaning & Inspection Services

PROPOSAL SUBMITTAL SHEET

Section I – Bid Comparison

The undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance, and other accessories and services necessary to perform and complete all of the work for the following schedule of unit prices:

Description	Unit	Cost
Storm System CCTV Video Inspection Including DVD & Report	LF	\$ 4.00
(Percentage full shall be based on the average depth of sediments over the project length)		
CLEANING EXISTING BRICK ARCH (25% full)		
Approximately 2' Wide x 3' High	LF	\$ 10.00
Approximately 3' Wide x 5' High	LF	\$ 20.00
CLEANING EXISTING BRICK ARCH (25% - 50% full)		
Approximately 2' Wide x 3' High	LF	\$ 22.50
Approximately 3' Wide x 5' High	LF	\$ 35.00
CLEANING EXISTING BRICK ARCH (50% full or greater)		
Approximately 2' Wide x 3' High	LF	\$ 40.00
Approximately 3' Wide x 5' High	LF	\$ 70.00
WATER MANAGEMENT - PUMPING		
INCIDENTAL PUMPING	DAY	\$ 300.00
PUMPING (de-watering)	DAY	\$ 1,500.00
EXCESS DEBRIS REMOVAL		
Brick, rock, and debris removal	DAY	\$ 2,500.00

Excess debris removal to be applied as necessary when brick, rock, or other debris is present due to a collapse, tap, or other ancillary penetration in or to the archway or culvert. The presence of brick, rock, or debris should be such that retrieval by "man entry" and/or additional other equipment is required to dig, convey, and remove the brick, rock, or debris to street level.

City of Charleston Task Order Contract

THIS CONTRACT, made this 24th day of November, 2020 by and between:

The Owner: City of Charleston and the Contractor: Sanders Brothers Construction Co., Inc.
Department of Stormwater Management 1990 Harley St
2 George Street, Suite 2100 North Charleston, SC 29406
Charleston, SC 29401

WHEREAS, the Owner requires the construction of the following project, identified as follows:
Stormwater System Cleaning and Inspection Services of Historic Brick Arches
(Project Name)

Whereas, the CONTRACTOR, whose South Carolina Contractor's license is G10735, is prepared and qualified to provide stormwater system cleaning and inspection services;

NOW THEREFORE, the Owner and Contractor agree to all of the terms and conditions set forth in this Contract.

THE EFFECTIVE DATE of this Contract shall be the date written above and the term shall be for a period of one (1) calendar year with the option to extend the effective period of the Contract no more than three (3) times for a total effective period of four (4) years.

THE SERVICES REQUESTED by the Owner shall be set forth in an Individual Delivery Order specifying the specific storm water cleaning services being requested. The Contractor agrees to accept all such requests for services issued by the Owner, unless the work requested is not within the expertise of the Contractor; or as agreed by the Owner for just cause in the mutual interests of the Owner and Contractor.

THE SERVICES PROVIDED by the Contractor shall be those requested in the Individual Delivery Order. All services requested under an Individual Delivery Order shall be incorporated into this Contract, and all work shall be performed by the Contractor in accordance with the terms and conditions contained in this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable work performed and accepted by the City shall not exceed a total of \$500,000 with no Individual Delivery Order exceeding \$100,000. Payment for work completed shall be in accordance with the Contractor's Proposal Submittal Sheet attached hereto and incorporated herein as Exhibit A.

THE CONTRACT SUM payable to the Contractor on account of an Individual Delivery Order shall be a NOT-TO-EXCEED amount based on the costs set forth on the attached Contractor's Proposal Submittal Sheet.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

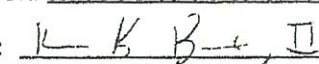
OWNER: City of Charleston

BY:


John J. Tecklenburg
Mayor

CONTRACTOR: Sanders Brothers Construction Co., Inc.

BY:


(Signature of Contractor Representative)

Kurt K Becht, II
(Name of Contractor Representative)

ITS:

Mgr - Vic/Gen Dir

ATTACHMENTS:

Exhibit A, titled Proposal Submittal Sheet (1 pg)

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
1. a fully executed City of Charleston Construction Contract (*this document*) and any listed Exhibits;
 2. City of Charleston's Request for Qualifications and Proposal for Stormwater System Cleaning of Historic Brick Arches and Inspection Services, Contractor Pre-Qualification Requirements
 3. Contractor's Pre-Qualification Proposal;
 4. all Individual Delivery Orders;
 5. all Cost Proposals and,
 6. all Change Orders and Change Directives modifying an Individual Delivery Order.

ARTICLE 2 – AUTHORIZATION OF SERVICES

- A. The Owner will initiate an Individual Delivery Order for specific construction services as required for the project.
- B. The Contractor's Proposal Submittal Sheet shall set forth the unit price for the work and shall be a part of this Contract for its duration and is to be utilized in the preparation of the Contractor's Cost Proposals for all Individual Delivery Orders to be issued.
- C. When requested by the Owner, the Contractor shall submit a Cost Proposal to provide the necessary construction services for the Individual Delivery Order. The proposal shall be in the form of a "Lump Sum" or a "Not-to-Exceed" amount as requested by the Owner (See Article 5). Construction services not included in the Contractor's Proposal Submittal Sheet are to be listed separately.
- D. The Contractor shall include in the Cost Proposal for each Individual Delivery Order a schedule showing the anticipated dates for completion of various milestones of the Work to be performed by the Contractor.
- E. The Owner will review the Cost Proposal in a timely manner and accept or reject it. Prior to issuing an Individual Delivery Order, the Owner reserves the right to negotiate with the Contractor to revise the scope of work and fees that are believed to be in the best interest of the Owner.
- F. Upon acceptance of a proposal, the Owner will issue an Individual Delivery Order toward this Contract.

ARTICLE 3 – GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until an Individual Delivery Order has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it will visit the work site and become reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, insurance, etc, as required for the performance of the Work in the Individual Delivery Order;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work in the Individual Delivery Order;

3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner;
 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work in the Individual Delivery Order;
 5. employ only persons skilled in the work for which it is to do, employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of subcontractors and their agents and employees acting on behalf of the Contractor; and,
 6. have, at the time of execution and for the duration of all Individual Delivery Orders, all South Carolina and City of Charleston professional and business insurances, licenses and permits required to provide the work as required by this Contract.
- D. Owner's Rights and Responsibilities
- In addition to any other rights and responsibilities contained in this Contract, the Owner shall:*
1. provide the Contractor with available information regarding the Work and the work area for each Individual Delivery Order;
 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
 3. pay the Contractor for acceptable work performed, in accordance with the provisions of this Contract and its related Individual Delivery Order.

ARTICLE 4 – CONSTRUCTION ADMINISTRATION

- A. Shop Drawings and Samples
1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the Owner. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
 2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
 3. The Owner will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
 4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.
- B. Materials and Workmanship
1. The Contractor shall not allow the use of any asbestos-containing product.
 2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
 3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.
- C. Inspection and Testing of Materials
1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
 2. The Contractor shall leave uncovered all areas of work that are called out in the Contract Documents to be left uncovered. The Contractor shall give adequate notice to the City of the time requested for an inspection of these areas.
- D. Substitutions
1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but

must meet or exceed the specification for the original product and must be approved by the City.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the City.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Individual Delivery Order. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed work promptly.
2. The Contractor shall provide supporting information as requested by the Owner to document the cost of any changed work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted work, shall include Overhead, Profit, and Commission.
4. In the absence of an agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Individual Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions to Individual Delivery Orders shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed in Individual Delivery Orders for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on the Individual Delivery Order and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from

such defects for a period of two years from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.

2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the two-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the work.
 2. The Contractor shall provide access to the work in progress for representatives of the Owner for all authorities having jurisdiction over the Work, and to the Owner.
- K. Taxes
1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, Contractors and subcontractors.

ARTICLE 5- PAYMENTS

- A. The Owner shall make payments to the Contractor for acceptable work, as determined by the owner and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. Not-to-exceed payments: The Owner shall pay the Contractor no more than the Not-to-Exceed amount shown on the Individual Delivery Order. The Contractor's request for payment shall be based on actual units, using the attached Contractor's Proposal Submittal Sheet, not exceeding the scheduled amounts shown on each Individual Delivery Order.
- C. The Contractor shall make payments to subcontractors and suppliers for acceptable work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- D. Accompanying each Application for Payment, the Contractor shall submit to the Owner a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the Owner as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable work completed based on the approved Schedule of Values and the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed work until the Final Application for Payment is paid.
- E. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully performed the Work of the Individual Delivery Order, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- F. If the Work is completed to the satisfaction of the Owner, the Owner shall certify the application and make final payment.

ARTICLE 6 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.
- D. Pending a resolution of the Claim, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 7 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a State or Federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract.

ARTICLE 8 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work either directly or indirectly for the Contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
 - 2. The Contractor may, upon seven (7) days written notice to the Owner, terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 9 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the affected area and report the conditions to the Owner in writing. Except by written Contract of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.
- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health

and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 10 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
1. Premises – Operations.
 2. Independent Contractor's Protective.
 3. Products and Completed Operations.
 4. Personal and Advertising Injury.
 5. Contractual, including specified provisions for Contractor's obligations.
 6. Broad Form Property Damage, including Completed Operations.
 7. Owned, Non-Owned and Hired Vehicles.
 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 2,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence \$ 1,000,000
 - e. Fire Damage \$ 50,000
 - f. Medical Expense (any one person) \$ 5,000
 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 - a. Combined Single Limit \$ 1,000,000
 - OR-
 - b. Bodily Injury & Property Damage (each) \$ 1,000,000
 3. Workers Compensation
 - a. State Statutory
 - b. Employer's Liability \$ 100,000 Per Accident
\$ 500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee
- D. The aggregate limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages

afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the Contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence correct work rejected by the Owner for failure to conform to the requirements of the Contract, whether such defective work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient work including additional testing, inspections and any expenses involved.
- B. If the Contractor fails to carry out the work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including but not limited to, the Owners expenses.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate Contracts for work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's work force or separate Contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various Contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide work on the Individual Delivery Order, then the Contractor shall include, or cause to be included, in the Contract with those entities, all provisions contained in the Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective work listed in the "punch list" and notify the Owner of its completion. The Owner will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 5.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated Contract between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and Contracts, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 16 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and Owner shall: (1) submit to the jurisdiction of the State and Federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 17 – OTHER PROVISIONS (If any)

Not Applicable ☐

Exhibit A

Sanders Brothers Construction Co., Inc
Print Contractor Name

City of Charleston
Request for Proposal

Brick Arch Storm Drain Cleaning & Inspection Services

PROPOSAL SUBMITTAL SHEET

Section 1 – Bid Comparison

The undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance, and other accessories and services necessary to perform and complete all of the work for the following schedule of unit prices:

Description	Unit	Cost
Storm System CCTV Video Inspection Including DVD & Report	LF	\$ 4.00
(Percentage full shall be based on the average depth of sediments over the project length)		
CLEANING EXISTING BRICK ARCH (25% full)		
Approximately 2' Wide x 3' High	LF	\$ 10.00
Approximately 3' Wide x 5' High	LF	\$ 20.00
CLEANING EXISTING BRICK ARCH (25% - 50% full)		
Approximately 2' Wide x 3' High	LF	\$ 22.50
Approximately 3' Wide x 5' High	LF	\$ 35.00
CLEANING EXISTING BRICK ARCH (50% full or greater)		
Approximately 2' Wide x 3' High	LF	\$ 40.00
Approximately 3' Wide x 5' High	LF	\$ 70.00
WATER MANAGEMENT - PUMPING		
INCIDENTAL PUMPING	DAY	\$ 300.00
PUMPING (de-watering)	DAY	\$ 1,500.00

Maintenance Agreement
Between
South Carolina Department of Transportation
And The
City of Charleston

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the City Charleston (hereinafter referred to as "City") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SCDOT and City want to enter into this Agreement to grant a continuous license to City to enter SCDOT's right-of-way to conduct maintenance of certain non-standard improvements and enhancements associated with the Maybank Highway / Woodland Shores Complete Streets LPA Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

WHEREAS, City has agreed to undertake maintenance responsibilities for the non standard improvements and enhancements described herein;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the Parties do hereby agree as follows:

I. PROJECT DESCRIPTION:

The Project is identified in general terms as the maintenance of the improvements and enhancements incorporated into the Maybank Highway / Woodland Shores Complete Streets LPA Project that are beyond SCDOT's normal maintenance standards for transportation materials, structures, and workmanship. The improvements and enhancements that are or may be the subject of this Maintenance Partnership Agreement & Contract consist of: an ornamental steel picket fence, rectangular rapid flashing beacons (RRFB), and any other peripheral non-roadway items the City selects for landscaping on or along Maybank Highway (SC 700) in Charleston County.

Maintenance is defined as the preservation of the functionality and appearance of the improvements and enhancements.

EXHIBIT "A," attached hereto and specifically made a part of this Agreement, represents additional Project details and a map depicting the Project area.

II. PERIOD OF PERFORMANCE:

The effective date of this Agreement is the date of execution by the Parties hereto. This Agreement will remain in effect unless terminated pursuant to Section VI. f.: Termination.

III. SCDOT WILL:

- a. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- b. Assist City in the preparation and securing of appropriate Encroachment Permits.
- c. Grant to City licenses to enter onto SCDOT right-of-way at the area identified by the Encroachment Permits. The purpose of these licenses to enter is limited to routine maintenance to the improvements and enhancements identified herein. Such entry will be limited to the scope of work identified in the Encroachment Permits. No additional encroachment beyond that contemplated by the original Encroachment Permits is allowed. If additional maintenance, enhancement, or beautification efforts, different from the original scope of work identified in the Encroachment Permits, is requested, the requestor will be required to submit a new Encroachment Permit identifying the new scope of work. Entry onto SCDOT right-of-way pursuant to this Agreement requires notice to SCDOT.

IV. CITY WILL:

- a. Accept responsibility for the maintenance of the identified improvements and enhancements on SCDOT's right-of-way within the Project boundaries as described in Exhibit A.
- b. Secure appropriate Encroachment Permits, with the help of SCDOT, outlining any maintenance efforts on SCDOT rights-of-way that may include any special or non-standard features, such as the above identified improvements and enhancements, which may be incorporated into Project.
- c. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by SCDOT along SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- d. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 *et seq.* (as amended)), City will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on City's part, or the part of any employee of City in performance of the work undertaken under this Agreement.
 1. Pursuant to S.C. Code Section 57-5-140 (2018), SCDOT shall not be liable for damages to property or injury to persons, as otherwise provided for in the South Carolina Tort Claims Act, as a consequence of any negligence by City in performance of maintenance work by City.

- e. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless City, the State of South Carolina, and SCDOT from any liability, claims, or damages which may arise from the performance of work on or within SCDOT right-of-way.

V. FUNDING:

- a. City is responsible for funding any maintenance activities described by this Agreement. SCDOT will not fund these maintenance activities.

VI. GENERAL:

- a. DISPUTES. All claims or disputes shall be filed with the SCDOT District Engineering Administrator. All Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the District Engineering Administrator, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Director. The Deputy Director's decision in the matter shall be final and conclusive for all Parties.

- b. NOTICES. All notices and other correspondence will be officially delivered as follows:

- 1. As to SCDOT:

- South Carolina Department of Transportation
SCDOT – District 6
District Engineering Administrator
6355 Fain Street
North Charleston, SC 29406

- 2. As to the City of Charleston:

- City of Charleston
Traffic and Transportation
180 Lockwood Blvd., Suite C
Charleston, SC 29403

- c. COMPLIANCE WITH LAWS. The Parties hereto agree to conform to all of the SCDOT, State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
 - d. AMENDMENTS. City, or its authorized agents, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of this Project for

the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by all Parties hereto.

- e. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- f. TERMINATION. This Agreement may be terminated by SCDOT in the event of substantial failure by City to properly maintain the improvements and enhancements incorporated into this Project. Before SCDOT can terminate for this purpose, they must notify the City in writing within a reasonable timeframe of identifying any such issue and give ten (10) business days to cure. In the event of Termination, City shall be responsible for any cost associated with SCDOT performing the required maintenance or removing the special features of nonstandard improvements and enhancements from SCDOT's right of way.
- g. FUTURE CONSTRUCTION PROJECTS. City acknowledges SCDOT's resurfacing program and other construction programs do not account for the cost of protecting or replacing improvements and enhancements. These costs are the sole responsibility of City. SCDOT will notify City prior to resurfacing or construction and provide a time period for City to provide the additional funding for one of the following:
 - 1. The additional cost to protect the improvements and enhancements; or
 - 2. The cost for SCDOT to replace the improvements and enhancements.

Failure of City to provide the additional funding within the time period specified by SCDOT will result in SCDOT's milling and resurfacing the improvements and enhancements or removing the improvements and enhancements. City may replace the improvements and enhancements at City's expense after resurfacing or construction by obtaining necessary Encroachment Permits from SCDOT after resurfacing is complete.

VII. SUCCESSORS AND ASSIGNS.

- a. SCDOT and City each bind themselves and their respective successors, executors, administrators, and assigns to the other with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other Party.
- b. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement.

VIII. EXECUTION IN COUNTERPARTS.

- a. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

IX. ENTIRE AGREEMENT.

- a. This Agreement with attached Exhibit(s) and/or Certification constitutes the entire Agreement between the parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature Blocks on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF CHARLESTON


Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By:  10 OCT 23
Deputy Secretary for Engineering or
Designee

RECOMMENDED BY:

Deputy Secretary for Finance & Administration or
Designee

REVIEWED BY:


Title: RPG1 PROJECT MANAGER

EXHIBIT A

Charleston Co. Maybank Hwy. and Woodland Shores Project

Maybank Hwy.

Stefan Dr.

Woodland Shores Rd

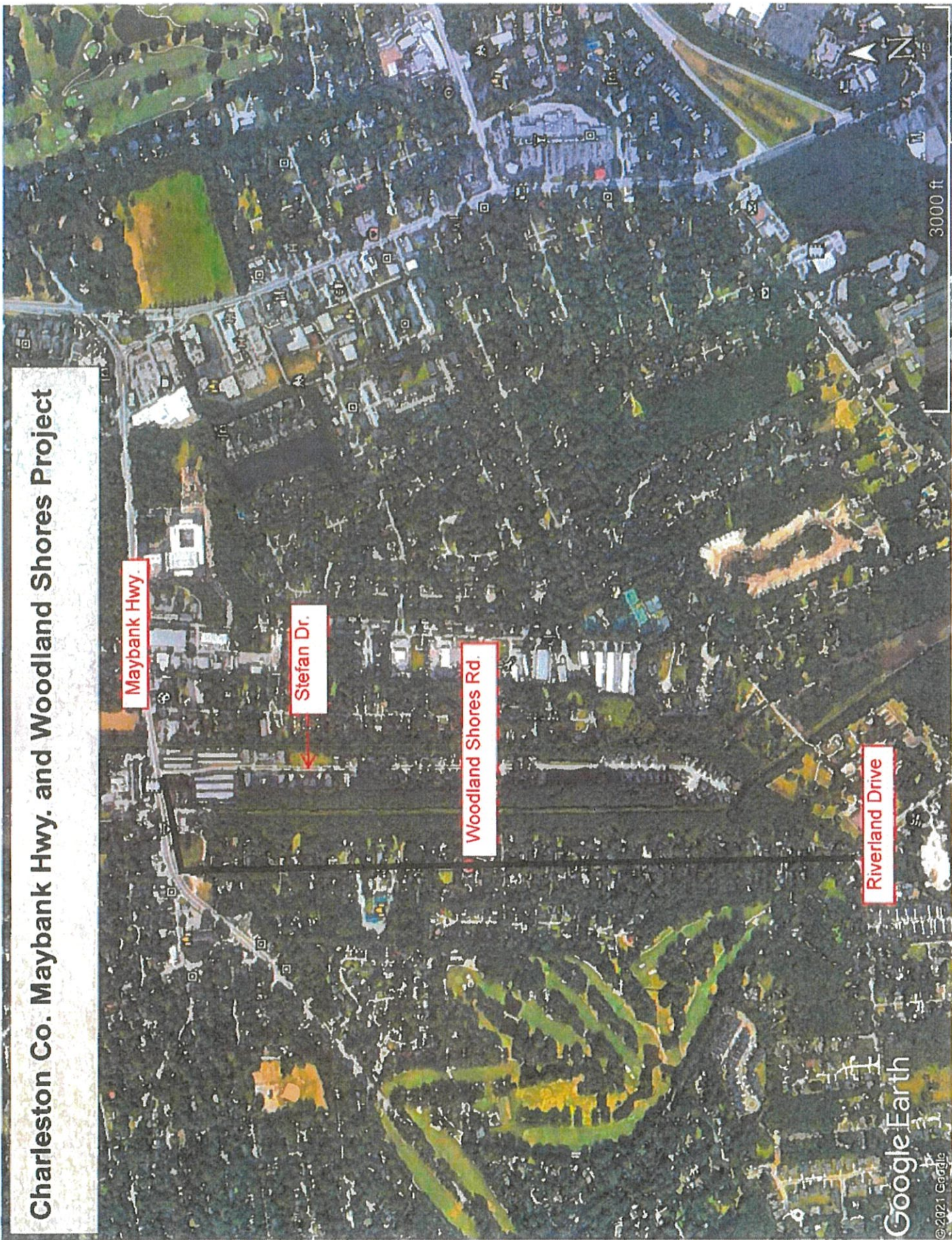
Riverland Drive

Google Earth

©2021 Google

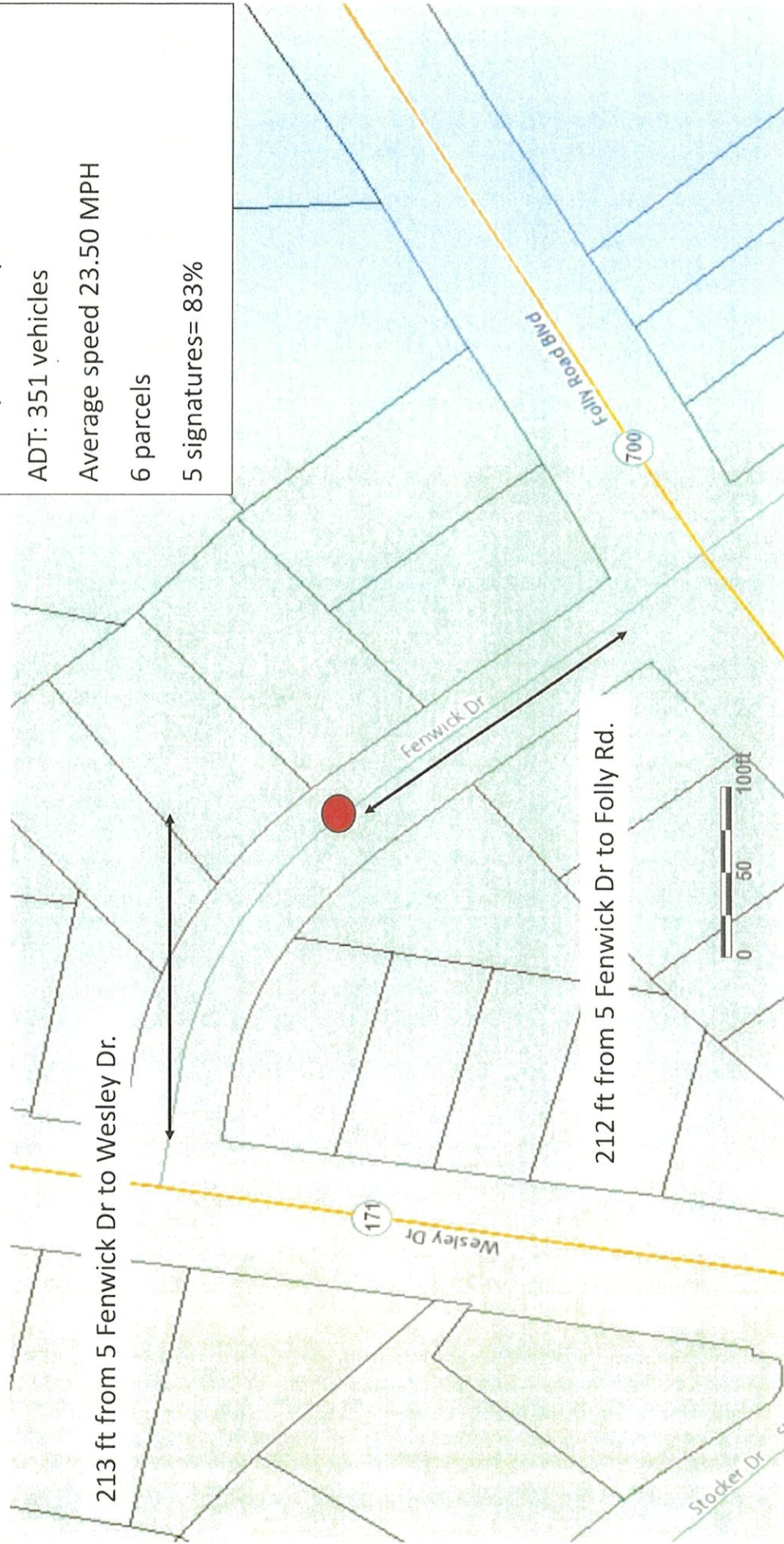
3000 ft

N



Fenwick Dr Traffic Calming Request. From Wesley Dr and Folly Road Blvd.

Fenwick Dr Traffic Calming from
Wesley Dr. to Folly Road Blvd.
ADT: 351 vehicles
Average speed 23.50 MPH
6 parcels
5 signatures= 83%



Traffic Calming Request for Gammon Street from William-E-Murray Blvd to Floral Bank Ln.

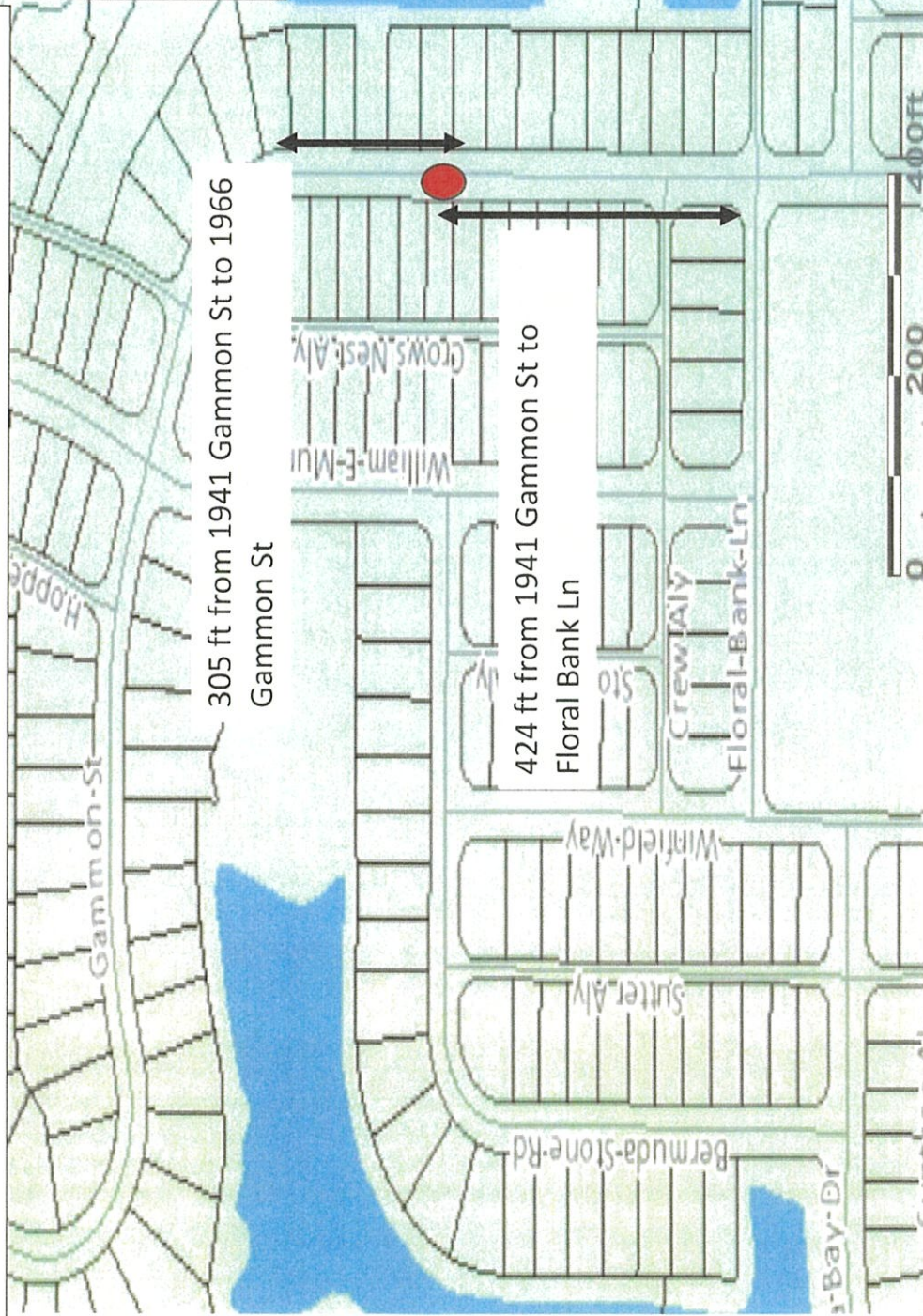
Gammon St from Floral Bank Ln to
William E Murray Blvd.

ADT: 622 vehicles

Average speed 24.50 MPH

25 parcels

33 signatures= 76%



K3(b)(ii).



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 771 BROWNSWOOD RD (JOHNS ISLAND) (APPROXIMATELY 4.76 ACRES) (TMS #312-00-00-055) (COUNCIL DISTRICT 3), BE ZONED BUSINESS PARK (BP) CLASSIFICATION. THE PROPERTY IS OWNED BY ISLAND TOMATO GROWERS INC.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

771 Brownswood Rd (Johns Island) (approximately 4.76 acres) (TMS #312-00-00-055)

Section 2. That the said parcel of land described above shall be zoned Business Park (BP) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Jennifer Cook
Clerk of Council

City of Charleston Zoning Map

ZONING

771 Brownswood Rd

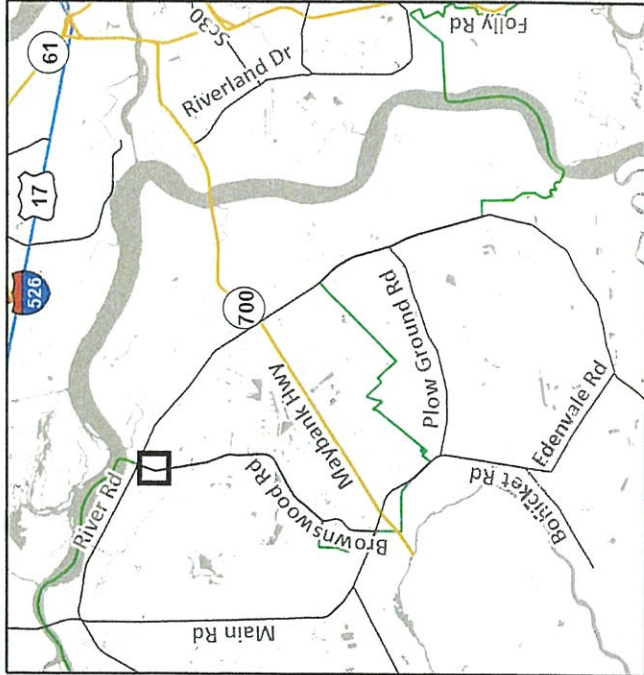
West Ashley | TMS# 3120000055

Approx. 4.76 ac.

Request Zoning of Business Park (BP). Zoned Agricultural (AG-8) in Charleston County.

Owner: Island Tomato Growers Inc

Area



Department of Planning, Preservation
& Sustainability

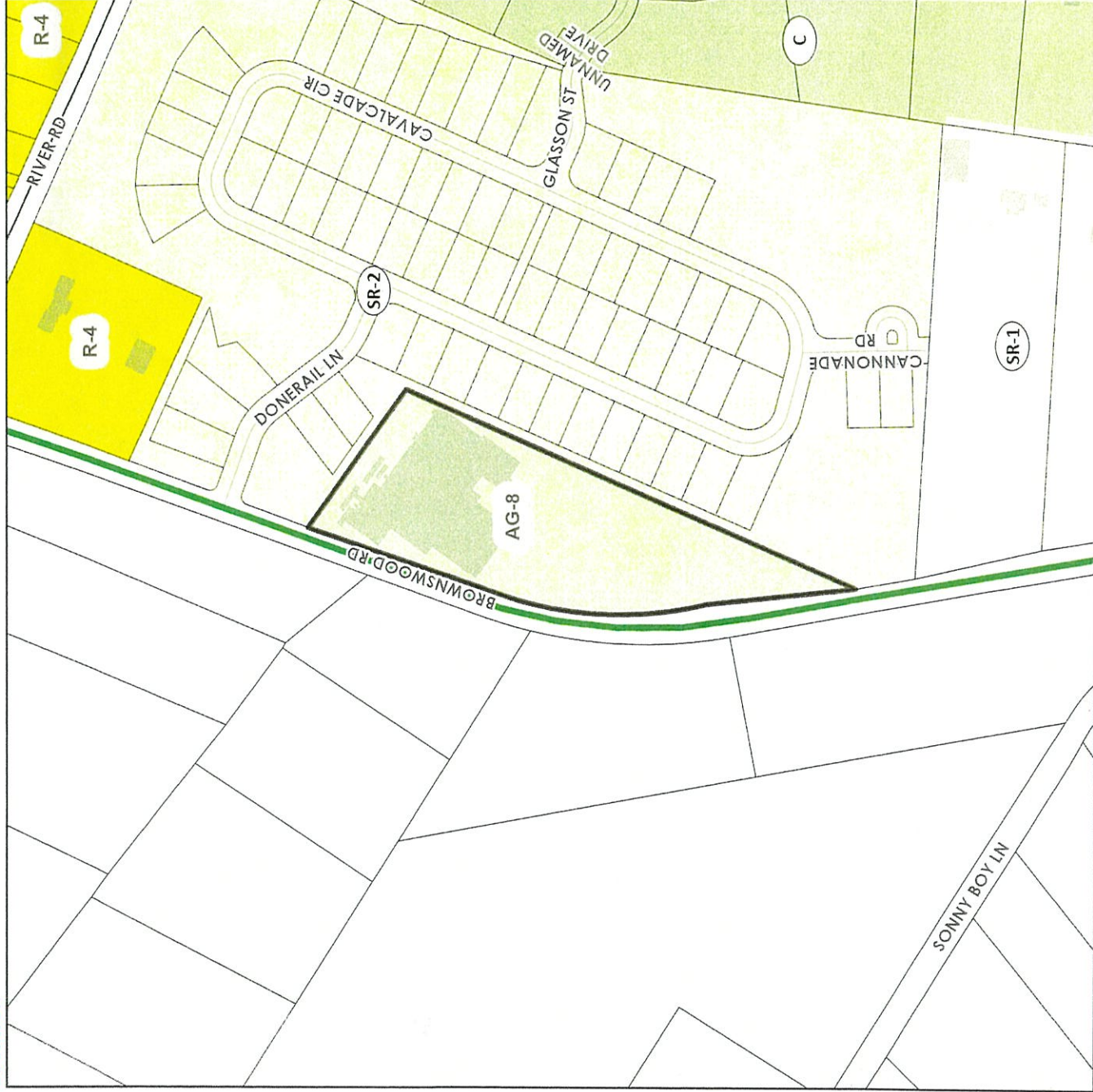
www.charleston-sc.gov

2 George St, Charleston, SC 29401

843.724.3765



Location





Ratification
Number _____

A N O R D I N A N C E

TO AMEND PROVISIONS OF CHAPTER 14 OF THE CODE OF THE CITY OF CHARLESTON BY AMENDING ARTICLE V- ENVIRONMENTALLY ACCEPTABLE PACKAGING AND PRODUCTS PERTAINING TO CLARIFYING THE DEFINITION OF A REUSABLE CARRYOUT BAG.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Article V, Sec. 14-53 Definitions, of Chapter 14 of the Code of the City of Charleston is hereby amended as follows (new text in **bold and underlined**):

REUSABLE CARRYOUT BAG shall mean a carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:

- (1) Displays in a highly visible manner on the bag exterior language describing the bag's ability to be reused and recycled;
- (2) Has a handle **which is stitched and not heat-fused**;
- (3) Is constructed out of any of the following materials:
 - (a) Cloth, other **machine**-washable fabric, or other durable materials whether woven or non-woven capable of being cleaned and disinfected; **or**
 - (b) Plastic film with a minimum thickness of four (4.0) mils and capable of being cleaned and disinfected.
- (4) Has a minimum lifetime of 125 uses, which for purposes of this section means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

Section 2. Article V, Sec. 14-54 Regulations, of Chapter 14 of the Code of the City of Charleston is hereby amended by adding thereto a new subsection (h). under Regulations, which shall read as follows:

(h) While cutlery is considered exempt pursuant to Sec. 14-55(j), Food Providers in the City of Charleston shall only provide, distribute or deliver disposable to-go cutlery (i.e. forks, spoons, knives) for prepared food upon the request or affirmative response of a customer or person being provided the prepared food or beverage, or in a self-service area or dispenser.

Section 4. The amendments associated with this Ordinance shall become effective on July 1, 2024.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2023, and in the _____th Year of the Independence of the United States of America

John J. Tecklenburg
Mayor, City of Charleston

ATTEST: _____
Jennifer Cook
Clerk of Council